Feb. 17 - affd. - Fiels

SUPREME COURT OF THE UNITED STATES.

No. ~~180.~~ 112.

THE SHIP CHESHIRE AND CARGO—JOSEPH BATTERSBY, CLAIM'T OF THE SHIP, AND WILLIAM BATTERSBY AND JOSEPH BATTERSBY, CLAIMANTS OF THE CARGO, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

GOVERNMENT PRINTING OFFICE.

SUPREME COURT OF THE UNITED STATES.

No. 189.

THE SHIP CHESHIRE AND CARGO—JOSEPH BATTERSBY, CLAIM'T OF THE SHIP, AND WILLIAM BATTERSBY AND JOSEPH BATTERSBY, CLAIMANTS OF THE CARGO, APPELLANTS,

vs.

THE UNITED STATES.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

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1 UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, Kenneth G. White, clerk of the circuit court of the United States of America for the southern district of New York, in the second circuit, do hereby certify that the writings annexed to this certificate [SEAL.] are true copies of their respective originals, on file and remaining of record in my office.

In testimony whereof, I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this seventh day of December, in the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the said United States the eighty-eighth.

KENNETH G. WHITE, *Clerk.*

2 United States district court, southern district of New York.

THE UNITED STATES OF AMERICA
against
THE SHIP CHESHIRE, HER TACKLE, APPAREL, AND FURNITURE AND CARGO. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The libel of information in prize, filed herein by E. Delafield Smith, attorney of the United States for the southern district of New York, on behalf of said libellants and of the naval captors in interest, respectfully represents to this honorable court—

First. That the ship or vessel called the Cheshire, with the goods, wares, and merchandise laden therein, was captured as lawful prize on or about the sixth day of December, 1861, by the United States steamer the Augusta, Commander E. G. Parrott, United States navy, commanding, and on the Atlantic Ocean, off Savannah Bar.

Second. That the said ship or vessel called the Cheshire, with the goods, wares, and merchandise laden therein, were at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said ship or vessel called the Cheshire, with the goods, wares, and merchandise laden therein, have been brought to the port
3 of New York, and are now at said port, and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises, the said ship or vessel called the Cheshire, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable court, in attestation whereof, the said attorney exhibits the said vessel's papers and the documents, &c., found on board, together with the testimony of witnesses, duly taken in preparatio by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court. Wherefore the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said ship Cheshire, and her tackle, apparel, and furniture, and the goods, wares, and merchandise laden therein, in this behalf be made, and that all persons interested in the said ship and her cargo may be cited to answer in the premises, and that all due

proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said ship Cheshire, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

E. DELAFIELD SMITH.
U. S. District Attorney.

Dated New York, Dec. 21, 1861.

4 Filed Dec. 23, 1861.

5 SOUTHERN DISTRICT OF NEW YORK, *ss:*

The President of the United States of America to the marshal of the southern district of New York, greeting:

Whereas a libel has been filed in the district court of the United States for the southern district of New York, on the twenty-first day of December, in the year of our Lord one thousand eight hundred and sixty-one, by E. Delafield Smith, esquire, U. S. district attorney, on behalf of the United States of America and the naval captors in interest, against the ship Cheshire, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying the usual process and monition of the said court in that behalf to be made, and that all persons interested in said ship, her tackle, &c., and cargo, may be cited in general and special to answer the premises, and all proceedings being had that the said ship, her tackle, &c., and cargo, may, for the causes in the said libel mentioned, be condemned as lawful prize to the use of the United States:

You are therefore hereby commanded to attach the said ship, her tackle, &c., and cargo, and to detain the same in your custody, until the further order of the court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel, that they be and appear before the said court, to be held in and for the southern district of New York, on the seventh day of January next, at eleven o'clock in the forenoon of the same day, if the same shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations in that behalf. And what you shall have done in the premises, do you then and there make return thereof, together with this writ.

Witness the Honorable Samuel R. Betts, judge of the said court, at the city of New York, in the southern district of New York, this twenty-first day of December, in the year of our Lord one thousand eight hundred and sixty-one, and of our independence the eighty-sixth.

GEO. F. BETTS, *Clerk.*

E. DELAFIELD SMITH, *U. S. District Attorney.*

Monition ret'ble Jan'y 7th, 1862.

E. DELAFIELD SMITH, *U. S. Attorney.*

Filed 7 Jan'y, 1862.

I hereby depute C. McCoy to execute the within process.
Dec'r 21st, 1861.

ROB'T MURRAY, *U. S. Marshal.*

In obedience to the within monition, I attached the ship Cheshire, her tackle, &c., and cargo, therein described, on the 21st day of December, 1861, and have given due notice to all persons claiming the same, that this court will,

on the 7th day of January, 1862, inst., (if that day should be a day of jurisdiction, if not, on the next day of jurisdiction thereafter,) proceed to the trial and condemnation thereof, should no claim be interposed for the same.

ROB'T MURRAY, *U. S. Marshal.*

Dated 7 Jan'y, 1862.

7 United States district court, southern district of New York.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In admiralty.

We, the undersigned, having been appointed appraisers to appraise the value of the ship Cheshire, her tackle, &c., and her cargo, do solemnly swear that we will faithfully appraise the same to the best of our skill and ability.

E. B. SEAMAN.
CYRUS CURTIS.

Subscribed and sworn to this 30th day of December, 1861, before me.

GEO. W. MORTON, *U. S. Com'r.*

Endorsed: 17—51, United States district court, southern district of New York, in admiralty. The United States *vs.* the ship Cheshire, her tackle, &c., and cargo. Appraisers' oath. Filed Dec. 30th, 1861.

8 U. S. district court, southern district of New York.

THE UNITED STATES OF AMERICA
vs.
THE SHIP "CHESHIRE," HER TACKLE, &C., AND CARGO. } In prize.

SOUTHERN DISTRICT OF NEW YORK, *City and county of New York, ss:*

Nathan B Heath, being duly sworn, says he is an acting master in the U. S. navy, and at present prize-master of the vessel and cargo herein. That he has been on board of said vessel since the 6th day of December instant. That part of her cargo consists of seven hundred and twenty-one sacks of coffee, and of four thousand bags of salt; that the balance is assorted of blankets, tin ware, hosiery, boots and shoes, drugs, &c. That the decks leak badly, and deponent has been compelled, on his passage to this port, to caulk the waterway seams on the deck. That the coffee is laden between decks on top of the cargo, and is wet from the leakage through the deck. That the coffee so wet rapidly becomes mouldy, and is rendered unsaleable and worthless. That deponent is acquainted with the character of coffee from having carried it as ship-master.

9 That the vessel leaks badly, having made on the passage to this port about two hundred strokes per hour, and is now leaking at the rate of seventy-five strokes per hour. That the salt aforesaid is laden at the bottom of the hold and is probably somewhat wet and damaged; that unless the ship is pumpted clear every hour the salt would be entirely spoiled by leakage. That the vessel leaking at her present rate would fill in less than four days if her pumps were not carefully attended to. That it takes ten minutes to pump seventy strokes, and that the pumps are now kept going about one sixth of the time, or more than that.

Deponent is well acquainted with vessels, and believes that the ship "Cheshire" needs repairing badly, and that the sooner this is done the better it will be for all concerned. He also believes, from his knowledge and experience as a ship-master, which position he has held for the last twenty-

two years, that the cargo should be immediately unladen and carefully examined so as to ascertain its condition.

Deponent further says that he was informed by Captain E. G. Parrott, of the U. S. navy, commanding the U. S. steamer "Augusta," that he had been officially notified that this vessel the "Cheshire" was laden with arms in part and contraband of war, and from this deponent is very suspicious that there are arms concealed in part of the cargo on board, and from this believes that said cargo should be carefully examined, as well as on account of its aforesaid possible and likely damage from the leakage of the vessel.

NATHAN B. HEATH.

10 Sworn to before me this 21st day of December, 1861.

JOHN A. OSBURN, *U. S. Commissioner.*

Endorsed: 17-51, in prize, U. S. district court. The United States *vs.* the ship "Cheshire," her tackle, &c., and cargo. Aff't of Acting Master Nathan B. Heath.

E. DELAFIELD SMITH, *U. S. Dis't Att'y.*

Filed Dec. 28, 1861.

11 U. S. district court.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In prize.

At a stated term of the district court of the United States for the southern district of New York, held at the United States court buildings in the city of New York on Saturday, the 28th day of December, 1861.

Present: Hon. Samuel R. Betts, judge.

On reading and filing the affidavit of Nathan B. Heath, prize-master herein, and on motion of E. Delafield Smith, esq., attorney of the United States, it is hereby ordered that the cargo herein be unladen from the ship "Cheshire" and stored in some proper place, by and under the supervision of the marshal of this district; that Edmund B. Seaman, a port warden named by the clerk of this court, and Cyrus Curtis, merchant be, and they hereby are, appointed appraisers of the said cargo and vessel; that they do forthwith proceed to appraise and carefully examine the same, and to report to this court with their said appraisement their opinion in relation to
12 both the cargo and vessel, as to whether the same or either or any part thereof is perishable or perishing, and as to whether a sale of the same or either or any part thereof is necessary for the preservation of the said vessel and cargo, or either or any part thereof, and that the clerk notify the said appraisers.

SAM'L R. BETTS.

Endorsed: 17-51, U. S. district court, in prize. The United States *vs.* The ship Cheshire, her tackle, &c, and cargo. Order for appraisement and appointment of appraisers, &c., &c.

E. DELAFIELD SMITH, *U. S. dis't att'y.*

Filed Dec. 28, 1861.

13 United States district court for the southern district of New York.

THE SHIP CHESHIRE, HER TACKLE, APPAREL, AND FURNITURE, and also her cargo.
ads.
THE UNITED STATES OF AMERICA.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York;

The claim of Joseph Battersley, as owner of the above ship Cheshire, her

tackle, apparel, and furniture, and also as part owner of her cargo, and of William Battersby, brother of the said Joseph Battersby as part owner of uch cargo, the said William Battersby and Joseph Battersby, being both of them British subjects, and who have never thrown off their allegiance to the queen of Great Britain, nor declared their intention of doing so, and trading and doing business at Manchester, England, under the style of William Battersby and Company, to the libel of the United States of America.

First. They say they are British subjects as aforesaid, and trading at Manchester under the style aforesaid.

Second. This claimant, the said Joseph Battersby, says he is, and was at the time of the alleged seizure mentioned in the said libel, sole owner
14 of the said ship Cheshire, her tackle, apparel, and furniture.

Third. And the said William Battersby and Joseph Battersby say they are, and were at the time of the alleged seizure mentioned in the said libel, sole owners of the whole of the said cargo of the said ship Cheshire.

Fourth. These claimants admit that the said ship Cheshire, with the goods, wares, and merchandize laden therein, was seized on the Atlantic Ocean by the United States steamer the Augusta, E. G. Parrott, commander, but they say it was a wrongful taking, and she was not a lawful prize when taken or captured. They deny that the said Cheshire, and the goods, wares, and merchandize laden therein, or any or either of them, were at any time, or are now, rightfully subject to any such capture, nor were they nor are they lawful prize, nor as such or otherwise ought they to be condemned or forfeited to the use of the *of the* United States, nor liable to condemnation or forfeiture as lawful prize.

And these claimants say that the said ship Cheshire, on the voyage on which she was taken or, as it is called, "capture," was commanded by James Craig, having a first mate named Dawson, and a boatswain and a crew of ten seamen, and two men who worked their passage, a cook, and a boy, and that the said master and mate, and the ten seamen, and one of the
15 men who worked their passage, were taken out of the said ship Cheshire when, or soon after, she was so taken or captured, namely, on the sixth day of December, 1861, and as prisoners put on board the said United States vessel Augusta, and completely thereafter severed from the vessel, and none of them have been again put on board the Cheshire, nor even brought on to the port of New York, nor been released or set at liberty from the said Augusta, so far as these claimants, and those acting for them and deposing to this claim, know have been informed, and believe. Also these claimants say that the said commander of the Augusta, by his officers and crew, caused bulk to be broken of the said cargo, and overhauled it, and acted destructively by it, and was the cause of valuable portions of it being destroyed, and also stolen by his crew after he had so taken her; and that since then, and while the said ship and cargo have been within the port of New York, and before these claimants had the opportunity of intervening for their interests and rights, and in the compulsory absence of the said master, mate, and seamen, an ex parte order has been had herein, and the said cargo removed from the said vessel; and these claimants say, from tally or list furnished them, the cargo is considerably short in quantity from the time she was so taken up to the time of putting in this claim.

Wherefore the said claimant Battersby claims the release and restoration to him of the said ship Cheshire, her tackle, apparel, and furniture, with such amount for losses, charges, damages, demurrage, and expenses, fees,
16 and costs as have arisen, or ought to attach under the circumstances, while the said claimants, the said William Battersby and Joseph Battersby, claim a restoration to them of all and every the cargo of said ship Cheshire, her tackle, apparel, and furniture, with such amount for losses,

charges, damages, and expenses, fees, and costs, as have arisen or ought to attach under the circumstances.

JOSEPH BATTERSBY,
By THOMAS STONE.
WILLIAM BATTERSBY,
By THOMAS STONE.
CHARLES EDWARDS,
Proctor and advocate.

17 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Thomas Stone, of New York, master mariner, being duly sworn, maketh oath and saith that he has been in the employ of the above claimants, Joseph Battersby and William Battersby, for upwards of four years, and that he was passenger on board the above ship Cheshire, and supercargo on the voyage on which she was seized by the United States vessel-of-war Augusta, and was brought in her by the prize crew to the port of New York. That he makes this test oath, and hereby deposes to the verity of the above claim; that the above ship Cheshire is the property of the said Joseph Battersby, and the cargoes the property of the said Joseph Battersby and William Battersby, who are British subjects, doing business at Manchester, England, under the style of William Battersby and Company.

That in regard to the breaking of bulk by the captors, as referred to in the libel, this was done without any necessity, for all the cargo was in the most perfect order, and thoroughly well and securely stowed and protected, nor was any attention to the due protection of the cargo given by the captors; the officer of the captors ordered the hatches to be taken off, which was done, and caused and had crates of crockery cut open, boxes which contained needles bored into by an auger, so that needles came out with such auger; two cases of wine and of gin, in bottles, were broken into, and all the contents of the bottles taken or drank by some of the crews of the United States vessels; that this was done after the Cheshire's crew had been taken
18 away from her. These crews from such United States vessels came on board the Cheshire and took anything they had a mind to, and no officer stopped them, and, when anchored, boats kept coming and going to and from the said steamer Augusta all day, and each crew seemed to take away what they pleased or wanted; for instance, they took sugar, tea, coffee, buckets, and swabs; also the commander of the Augusta, about the time the said vessel the Cheshire was seized, ordered the British colors, which had been flying on board the latter, to be torn down, which was immediately done, and torn in two; and by the same order the United States flag was run up in its place. Also this deponent says that he knows that the master, mate, and crew were severed from the vessel, as referred to in the libel, and that they were never returned, and this deponent has been daily seeking information about them, and for all deponent knoweth they are still on board the said United States vessel Augusta.

That both the above claimants are out of the jurisdiction of this court, and as the master is forcibly kept away as aforesaid, this deponent makes this test oath. Also he says that the aforesaid ship Cheshire, with her tackle, apparel, and furniture, did belong to the above claimant Joseph Battersby, before and at the time of the seizure referred to in this cause, and still does belong to him as sole owner. Also that her cargo claimed in this suit did belong to both the above claimants before and at the time of
19 the seizure referred to in this cause, and still do belong to them as owners, partners, under the style of William Battersby and Company, doing business at Manchester, England, both being British subjects; that the said ship, at the commencement of her voyage, was well provisioned with

small stores for twelve months, but they are all gone, and a greater portion of what were in her at the time of her seizure must have been stolen after her master, mate, and crew had been taken away, and such greater portion thus stolen away being worth three hundred and fifty dollars.

THOMAS STONE.

Sworn at the city of New York, this seventeenth day of January, 1862, before me, as witness thus my hand and seal of office.

[SEAL.]

A. O. SALTER,
Notary Public, New York City.

20 SOUTHERN DISTRICT OF NEW YORK, *ss:*

Alonzo Cummings, mariner, being sworn, maketh oath and saith that he was boatswain on board the ship Cheshire on her voyage embraced in this suit; that he has heard read the annexed deposition of Thomas Stone, and knows the contents thereof, and that all which has relation to the separating the master, mate, and seamen from the vessel is true, and also as to the captors breaking bulk, and breaking into cargo, and also the stealing; that this deponent was present in the hold when the goods were broken into, and also was present in the vessel when the goods, articles, and things were stolen, as mentioned by the said Thomas Stone in his said deposition.

ALONZO CUMMINGS.

Sworn at the city of New York, this seventeenth day of January, 1862, before me, as witness thus my hand and seal of office.

[SEAL.]

A. O. SALTER,
Notary Public, New York City.

Endorsed: 17—51, U. S. district court, southern dis't of New York, in prize. The ship Cheshire and her cargo *ads.* the U. S. of America; claim of Joseph and William Battersby, owners of ship and cargo.

CHA'S EDWARDS, *Proctor.*

Filed Jan'y 17th, 1862.

21 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 7th day of January, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In prize. 17—51.

The marshal having returned on the monition issued in the above-entitled cause, "ship Cheshire, her tackle, &c., and cargo, attached, notice given, proclamation made"—

Whereupon Mr. Charles Edwards appears for claimants of vessel.

Continued over till to-morrow.

22 At a stated term of the court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Monday, the 13th day of January, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES, &C.,
vs.
THE SHIP CHESHIRE, &C., AND CARGO. } In prize. 17—51.

On motion of the United States district attorney to dismiss the notice of

motion of proctor for claimants to discharge vessel and cargo from custody, &c., and said Proctor being absent and not attending to said notice—

Ordered that the motion be granted.

23 District court of the United States for the southern district of New York.

Filed the seventeenth of January, 1862—Stipulation entered into pursuant to the rules and practice of this court.

Whereas a libel was filed in this court on the 21st day of December, in the year of our Lord one thousand eight hundred and sixty two, by E. Delafield Smith, esq., U. S. dist. att'y, on behalf of the United States, against the ship Cheshire, her tackle, &c., and cargo, for the reasons and causes in the said libel mentioned, and praying that said ship and cargo may be condemned as forfeited to the use of the United States, and the parties hereto hereby consenting that in case of default or contumacy on the part of the claimants or their surety, execution for the sum of two hundred and fifty dollars may issue against their goods, chattels, or lands. And whereas, also, a claim has been filed in said cause by Joseph and William Battersby, owners: Now, therefore, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators undersigned shall be, and each of them is hereby, bound in the sum of two hundred and fifty dollars, conditioned that the claimants above named shall pay all costs and expenses which shall be awarded against them by the final decree of this court, or, upon an appeal, by the appellate court.

JOSEPH BATTERSBY,
By THOMAS STONE, *Agent.*
WILLIAM BATTERSBY,
By THOMAS STONE, *Agent.*
CHARLES EDWARDS.

24 Taken and acknowledged this 17th day of January, 1862, before me.

JOHN A OSBORN,
U. S. Commissioner.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Charles Edwars, party to the above stipulation, being duly sworn, doth depose and say that he resides in the city of New York, and that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

CHARLES EDWARDS.

Sworn to this 20th day of January, 1862, before me.

JOHN A. OSBORN, *U. S. Commissioner.*

Recorded the 20th day of January, 1862.

G. F. B., *Clerk.*

25 U. S. district court.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, &c., AND CARGO.

SOUTHERN DISTRICT OF NEW YORK,
City and county of New York, ss:

Stewart L. Woodford, assistant U. S. attorney for said district, being duly sworn, says that on the eleventh day of January instant the U. S. attorney

addressed a letter to the Secretary of the Navy, and that said attorney, on the fourteenth day of January, received from said Secretary a reply thereto, of which a copy is hereunto annexed; that said attorney thereupon wrote the U. S. marshal the letter, of which a copy is hereunto annexed, and that the captain and mate of the Cheshire have not as yet arrived at this port, as deponent is informed and believes.

STEWART L. WOODFORD.

Sworn to before me this 20th day of January, 1862.

A. O. SALTER, *Notary Public, New York City.*

26 NAVY DEPARTMENT, *January* 13, 1862.

SIR: Your letter of the 11th inst., in relation to the prize ship "Cheshire," has been received.

The steamer Augusta is attached to the squadron, under the order of Flag-Officer Dupont.

The department has addressed a letter to Commander Parrott, informing him of the purport of your communication, and instructing him to send the master and mate of the "Cheshire" to New York without delay, to be delivered to the marshal.

I am, resp'y, your ob't serv't,

(S'd) GIDEON WELLES.

E. DELAFIELD SMITH, Esq., *U. S. dist attorney, New York.*

OFFICIAL HEADING, *Jan'y* 15, 1862.

Robert Murray, esq., U. S. marshal:

SIR: Yesterday I received a letter from the Secretary of the Navy, stating that he had instructed Commander Parrott, of the U. S. steamer Augusta, to send the master and mate of the prize ship "Cheshire" to this port, and deliver them to you. After their arrival, you will please take them before the prize commissioners for examination.

Very respectfully, yours,

E. DELAFIELD SMITH, *U. S. dist. att'y.*

27 Endorsed: 17—51, in prize, U. S. district court. The United States *vs.* The ship Cheshire, &c., and cargo. Affd't of S. L. Woodford and copy letters. E. Delafield, Smith, U. S. dist att'y. Filed 20 Jan'y, 1862.

28 United States district court for the southern district of New York.

THE SHIP CHESHIRE AND CARGO *ads.* THE UNITED STATES OF AMERICA.

SIR: Please to take notice that an affidavit of which copies are now served, a motion will be made in open court at its opening on the thirteenth day of January instant, or as soon thereafter as advocate can be heard, that the above vessel and cargo be delivered from custody, unless the captain, mate, and crew of the said vessel, or the two former, and such of the said crew as the prize commissioners shall require, be produced before the said prize commissioners, and be examined in preparatorio, or why such other or further order should not be made as may be just towards the owners of the said vessel and cargo.

New York, the tenth day of January, 1862.

Yours, &c.,

CHARLES EDWARDS, *proctor for claimants.*

To E. DELAFIELD SMITH, esq., *U. S. district attorney.*

29 United States district for the southern district of New York.

THE SHIP CHESHIRE AND HER CARGO } *ads.* THE UNITED STATES OF AMERICA.

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

Thomas Stone, late a passenger of the above vessel, the Cheshire, and a supercargo, being sworn, maketh oath and saith that he was present on the sixth day of December last, when the said vessel was seized; that she was then commanded by Captain Craig, and had a chief mate named Dawson, and a boatswain and a crew of ten seamen, and two men who worked their passage, a cook and a boy; that the said Captain Craig and mate, and the ten seamen, and one of the men who worked their passage, were compelled to go and remain on board the United States ship Augusta, while only this deponent with his wife, children, and servant girl, the boatswain, cook, boy, and remaining man who worked his passage were brought to New York in the Cheshire, with two prize officers and a prize crew, ten in number, (twelve all told,) she sailing from Charleston Bar (for New York) on the eighth of December last, at which time the said master Craig, mate Dawson, and the aforesaid crew and man who worked his passage, were on board the Augusta aforesaid, but he has heard nothing of any of them since that time, although he has made diligent enquiry; also he says that the Cheshire
30 was and is owned by Mr. Joseph Battersby, a British subject, of Manchester, England, and who also owns all iron therein, which is used as ballast, while the cargo is owned by the said Joseph Battersby and his brother, William Battersby, also a British subject doing business in Manchester aforesaid, under the style of William Battersby and Company.

THOMAS STONE.

Sworn at the city of New York this eighth day of January, 1862, as witness thus my hand and seal of office.

[L S.] A. O. SALTER, *Notary Public, New York City.*

Resworn at the city of New York, this 17th day of January, 1862, before me.

A. O. SALTER, *Notary Public, New York City.*

SAME *ads.* SAME.

CITY, COUNTY, AND STATE OF NEW YORK, *ss:*

Charles Edwards, proctor for claimants, being sworn, maketh oath and saith that the only persons who have been examined *in preparatorio* are Thomas Stone, passenger, and Alonzo Cummings, boatswain, of the Cheshire, and that their testimony was taken on the 20th day of December last; also he says that the libel was filed on the twenty-third day of the same December, and that the return day of the monition is now past, and that if the master had been duly brought into port before such return day, a
31 claim could have been interposed on such return day; also, this deponent has understood and believes that the above vessel and her cargo are insured.

CHARLES EDWARDS.

Sworn at the city of New York the tenth day of January, 1862 before me.

A. C. WILLMARTH, *Notary Public, New York City.*

Resworn at the city of New York this 17th day of January, 1862, before me.

32 A. O. SALTER, *Notary Public, New York City.*

CITY AND COUNTY OF NEW YORK, ss:

A. Oldrin Salter, being duly sworn, says that on the 17th day of January, 1862, he served a copy of the foregoing affidavits and notice of motion for monition to bring in master, &c., on E. Delafield Smith, esquire, United States district attorney; that such service was made by delivering the same to, and leaving the same with Stewart L. Woodford, esquire, assistant United States district attorney, No. 41 Chambers street, in the city of New York.

A. O. SALTER.

Sworn at the city of New York, this 20th day of January, 1862.
JESSE B. ROGERS, *Notary Public.*

Endorsed: 17–51, U. S. district co't, southern district. The ship Cheshire and her cargo *ads.* the U. S. of A. Affidavits and notice of motion for monition to bring in master, &c. Chas. Edwards, proctors for claimants. Filed 20th Jan'y, 20, 1862.

33 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms in the city of New York, on Monday, the twentieth day of January, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

UNITED STATES OF AMERICA
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND HER CARGO.

On reading and filing notice of motion and the affidavits annexed thereto, and on libel and claim on file, on motion of Charles Edwards, esq'r, proctor for claimants, it is ordered that a monition issue returnable on Friday, the 25th inst., at eleven o'clock a. m. of that day, citing the said United States as captors to bring in before the prize commissioners for examination, the master, first mate, and crew of the above ship Cheshire, or the two former and such of the said crew as the said commissioners shall require for examination in preparatorio, and so that if this be not done before the return of the monition, cause be shown on such day why the above vessel and her cargo should not be released and restored.

34 Filed the 20th day of January, 1862.

35 U. S. district court.—In open court, Jan'y 24, 1862.

THE CHESHIRE, &C., AND CARGO, *ads.* THE UNITED STATES. } In prize, 17–51.

The captain, mate and crew of the Cheshire having been brought into port, which leaves it unnecessary to take further proceedings at present on the monition issued herein, and after hearing Mr. C. Edwards, proctor for claimants, and Mr. Woodford, for the U. S., ordered that the claimants have leave to put in further an additional claim, and answer to be sworn to by the captain after he shall have been examined in preparatorio, and so that such further and additional claim and answer be used in connection with the claim and answer already on file on the hearing of this cause.

Endorsed: In prize, 17–51 U. S. district court. The ship Cheshire, &c., and cargo, *ads.* the United States. C. Edwards, p'r cl'm't. Order for leave to cl'm'ts to put in further and add'l claim and answer to that already on file, &c. Filed 24th Jan'y, 1862.

36 U. S. district court for the southern district of New York.

THE SHIP CHESHIRE, her tackle, apparel and furniture, and also her cargo,
ads.
THE UNITED STATES OF AMERICA.

To the Honorable Samuel R. Betts, judge of the district court of the United States for the southern district of New York:

The further and additional claim of Joseph Battersby as owner of the above ship Cheshire, her tackle, apparel, and furniture, and also a part owner of her cargo, and of William Battersby, brother of the said Joseph Battersby, as part owner of such cargo, the said William Battersby and Joseph Battersby, being both of them British subjects, and who have never thrown off their allegiance to the queen of Great Britain, nor declared their intention of doing so, and trading and doing business at Manchester, England, under the style of William Battersby & Co., to the libel of the United States of America.

This further and additional claim being put in by allowance under an order of this court dated the twenty-fourth day of January, 1862.

First. They reiterate the facts that they are British subjects, and
37 trade in Manchester, England, under the style aforesaid. That this claimant Joseph Battersby, at the time the Cheshire was seized was and still is her sole owner. That both these claimants were, and are, owners of the whole of her cargo. That she and her cargo were wrongfully seized and such wrongful acts were done in regard to both the same as is set forth in their former claim and in the deposition thereto annexed.

Second. That having had large mercantile transactions with Savannah, Georgia, before the time of the domestic troubles in the United States, and theretofore an agency there, and being under the bona fide expectation (on account of assurances of the Secretary of State of the United States to foreign states that hostilities would be quelled within a specified number of days) that the blockade of Savannah would in all probability be raised before the end of last year; and being, moreover, under the bona fide belief that merchant vessels engaged in lawful commerce were entitled to sail to a distant blockaded port for the purpose of making enquiries, and, if not intending or attempting to run a blockade, were entitled to a warning before being liable to seizure, these claimants loaded the Cheshire in Liverpool through Mr. Charles Hill, as forwarding agent, consisting principally of salt, coffee, earthenware, tin plates, blankets, &c., being articles which they considered would produce a good and safe return. That such cargo was, and still is, altogether the property of these claimants, and was shipped on their account; and that no citizen of the so-called Confederate States,
38 or any portion of the United States, is either directly or indirectly in any way interested therein, or in the said vessel. That the said Charles Hill was particularly requested to give strict instructions to the master of the said "Cheshire," James Craig, who deposes to the annexed test oath that he was to take care the instructions to the said master were to be as precise as possible, to the effect that no attempt whatever should be made to break blockade, and that he was to call off Savannah merely for the purpose of making enquiries. That such instructions were accordingly given in distinct terms to the said master prior to the sailing of the said vessel. Also, these claimants say that they effected four policies of insurance on the said vessel, her freight and cargo, the originals whereof are hereto annexed. That, aside from all anxiety of their own to avoid any and every act which should jeopardize either vessel or cargo, it will be seen that in three of such policies the following clause in three of such insu-

rances must have caused them to be more cautious. "Warranted free from capture, seizure, and detention, and any consequences of hostilities, also from claims for loss or damage arising from seizure, detention, or the consequences of any other hostile act of the Federal government or governments, or people of any of the seceding or revolting States of the American Union; also from any claims arising from any act of barratry of the master of mariners of the ship." "Should Savannah remain blockaded the vessel to proceed to Nassau," while the remaining policy contains in effect what is above set forth (as being in the three others,)

39 Third. And these claimants submit the annexed protest, in which the said master has joined, as containing circumstances which must or ought to be taken in connection with this their claim, and as though the facts and circumstances therein detailed had been embraced in this their claim.

Wherefore these claimants demand and claim the restitution of their said vessel and cargo, and for all losses, charges, damages, demurrage, expenses, and fees, as in their original claim they have asked.

JOSEPH BATTERSBY,
By JAMES CRAIG.
WILLIAM BATTERSBY,
By JAMES CRAIG.

CHARLES EDWARDS,
Proctor and of Counsel.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

James Craig, being duly sworn, maketh this is test oath: He deposes to the verity of the above claim of Joseph Battersby and William Battersby. He also saith that he was master of the above ship "Cheshire" on the voyage on which she was seized, and that he is the James Craig who has joined in the annexed protest. Also, that the above ship Cheshire, with her tackle, apparel, and furniture, was the sole property of the said Joseph Battersby at and before the said seizure, and will be his sole property if restored by the above court. Also, that her entire cargo was the property of both the said claimants, Joseph Battersby and William Battersby, prior to and at the time of the aforesasd seizure, and will be their sole property if restored by the above court.

JAMES CRAIG.

40 Sworn at the city of New York this third day of February, 1862, before me, as witness thus my hand and seal of office.

[SEAL.]

A. O. SALTER,
Notary Public, New York City.

UNITED STATES OF AMERICA,
State of New York, ss:

[SEAL.] By this public instrument be it known to all to whom the same doth or may concern that I, Charles Edwards, a public notary in and for the said State of New York, by letters patent under the great seal of the said State, duly commissioned and sworn, and in and by the said letters patent invested "with full power and authority to attest deeds, wills, codicils, agreements, and other instruments in writing, and to administer any oath or oaths to any person or persons," do hereby certify that on the day of the date hereof before me personally came and appeared James Craig, master of the British ship Cheshire, of Liverpool, England, he having heretofore, namely, on the twenty-third day of January, 1862, noted

his protest with me, and also now, with the said James Craig, comes Henry Dawson, first mate of the said ship, and William Jones, Joseph Coventry, and John Ward, three of the seamen of the said vessel, and they, being by me first duly sworn on the Holy Evangelists of Almighty God, do depose as follows: That on the tenth day of October, 1861, the said ship Cheshire,
being then tight, staunch, and strong, and well and sufficiently
41 equipped, manned, and apparelled, and with her cargo well and
securely stowed, and with a crew of eighteen men on board, (officers, supercargo, and crew all told,) sailed from the port of Liverpool, England, on a voyage to Nassau, New Providence. On the fourteenth day of the same October she put into Belfast Bay, Ireland, from stress of weather and in order to set up rigging and to fill up water; left there on the seventeenth of same month, and went out at the North Channel. At noon of the eighteenth of October Tory Island bore west, distant about six miles, from which the vessel took her departure. She proceeded to the westward on a usual course, and nothing particular occurred, except squally weather from the early part of the voyage. On the fourth of December struck soundings in forty-five fathom water, stood in under easy sail on eighteen fathoms. That night tacked ship, and stood off and on until daylight; stood in again on the morning of the fifth of December, and sighted land in a line with Port Royal. Saw vessels at anchor outside, and endeavoured to speak them. Saw a United States sloop-of-war, and hove too the Cheshire, and endeavoured to speak, but she passed under the lee of the Cheshire; tacked and passed to the windward, and took no notice. The British colors were flying at the time upon the Cheshire, the ensign at the peak and the jack at the fore. The Cheshire lay to all day; vessels-of-war all in sight off Tybee; the wind northeast. The Cheshire ran down, and tried to speak them, but they went in before this could be done. Tybee light-house bearing west about
nine miles. At noon saw a schooner outside the bar, and tried to
42 speak her, but could not. At three p. m. made for a steamer coming
from the southward, and tried to speak her, but she proceeded into Tybee. At five p. m. tacked off shore under easy sail. At two a. m., December the sixth, tacked, and stood in shore. At eight a. m. sighted land between Tybee and Port Royal; saw a sail to leeward at anchor; bore down in order to speak her, but a steamer took her in tow, so that it could not be done. At the same time made out a vessel astern coming down upon the Cheshire. So the latter hove to, her head to the eastward, and at eleven a. m. wore ship, with her head to the westward, in order to try to speak her. At this time Tybee bore west by north, distant about nine or ten miles, and there was nine and a half fathom water. The ship proved to be the United States steamer Augusta. She fired a gun, and hailed the Cheshire, asking where she was from, and where bound to. This was answered by stating that the vessel came from Liverpool, and was bound for Nassau. The Augusta then sent a boat with officer and armed crew on board, and demanded and examined the ship's papers. The commander of the said steamer came on board the Cheshire, and ordered the British flag to be torn down, and which was done, it being torn in two, and the American ensign was hoisted in its place, and continued up, and the said commander also declared he should take possession of her, and which was done, and several boats with armed crews came on board, and took off the hatches, and broke bulk of cargo, cut crates open, broke or bored into boxes and barrels, and
opened many things that came in their way, and seized and took
43 away any article they chose, as, for instance, liquors, tea, sugar. At
two p. m. the United States vessel's officers took all the crew of the Cheshire to the Augusta, the captain and ten seamen and one man who was working his passage, while the man-of-war's men remained on board the

Cheshire, and she was taken in tow towards Charleston Bar. The man-of-war's men, who had charge of the Cheshire, did just what they pleased, going into her cabin and taking what they chose, and there was no one who checked them.

That this appearer, James Craig, master, and ten of the crew (of which these appearers, William Jones, Joseph Coventry, and John Ward, were a part) were taken by the United States officers and men from the Cheshire to the Augusta, on the sixth day of December last, while this appearer, Henry Dawson, mate, was taken there the day after, namely, the seventh of December. That after being on board of the Augusta about three days the greater portion of the crew of the Cheshire were required or compelled to work the Augusta, in watches with her crew, under the threat of being put in irons if they did not; and in connection therewith her first lieutenant ordered her boatswain's mate to chose out of the Cheshire's crew to stand watch and work with the steamer's men, which was done under the threat aforesaid.

And this appearer, William Jones, one of the said crew of the Cheshire, says that one night, on board the Augusta, the master-at-arms roused this appearer up, and ordered him to go on deck with the steamer's crew, (so as to work watch with them,) but this appearer did not comply. On
44 the Monday following, the sixteenth of December, while this appearer, William Jones, was walking the deck, the first lieutenant, named Howson, was standing upon the bridge, and anchor was being weighed, and he asked this appearer whether he was not put into one of the watches. Appearer told him no, and then the said lieutenant ordered this appearer to take hold of the tackle fall, and go on to work with the men of the steamer Augusta. This appearer told him he did not come on board that ship to work, and he would not work on board her for him or any other man. Then the first lieutenant called master-at-arms, and told him to take this appearer abaft the mast, and this first lieutenant followed, where the commander, E. G. Parrott, ordered appearer to be put in double irons, which was done, *i. e.* irons on the ancles, while the irons upon the hands fitted the wrists tightly, and were what are called bar-irons, having a bar of iron between each, so that the hands could not meet in any posture. He was thus confined between the guns on the quarter-deck in the day time, and at night in the break, with a sentry over him, from Monday morning, the sixteenth of December, until between ten and eleven a. m. of Thursday thereafter. When the early part of this unjust punishment had just commenced this appearer sat down between the guns, but shortly after Commander Parrott ordered this appearer to stand up, and added that if he caught appearer siting down again he would truss him up, (in other words, hang me up by the arms.) and this appearer was from this threat compelled thereafter to
45 keep standing each day. Then on the said Thursday, about noon, the master-at-arms came to appearer, took him abaft the mast, where the commander shortly after came from out of the cabin with the first lieutenant, and told deponent he was going to let appearer at liberty this time, but next time appearer should have a worse punishment. And this appearer, William Jones, solemnly declares he gave no just cause for any such punishment so inflicted upon him.

That on the fifteenth day of said December, while the said master, mate, ten men, and the man who had been working his passage were on board the Augusta, she spoke the United States steamer R. D. Spalding, and mails were put on board of her for the north, and the master, mate, and men of the Cheshire could then have been forwarded northward, and on the twentieth of December the United States steamer Cahawba left Charleston Bar, northward, and they could have been so forwarded by her. But they were all

compelled to remain on board the Augusta, while the Cheshire, with the supercargo, Mr. Stone, and family, and servant, cook, boy, and boatswain, (Alonzo Cummings,) and a prize crew of ten, and two officers, had been started for New York on the eighth of December.

That on the eighteenth of January, 1862, orders were sent for the said Master Craig, Mate Dawson, ten of the crew, and man who had been working passage to be put on board the flag ship Wabash, where the said first mate, crew of ten men, and man who had been working his passage
46 were kept for two days on nothing but bread and water, the bread consisting of but six square crackers or navy bread in all for breakfast, dinner, and supper, with a drink of water to each man. On the twentieth of January they were all removed again from the Wabash to the United States steamer Atlantic, and arrived in her at New York on the twenty third of January, and on the next day they were delivered over to the prize commissioners.

That these appearers, James Craig, master, Henry Dawson, mate, William Jones, Joseph Coventry, and John Ward, with the remainder of the ten of the crew of the Cheshire, and the man who had been working his passage, were thus severred from their vessel from the sixth or seventh of December, and not brought into New York (still severed from their vessel) until the twenty-third of January, while the Cheshire had arrived in the port of New York, as these appearers have understood and believe, on the nineteenth of said December.

And this appearer, James Craig, also saith that prior to the commencement of the voyage from Liverpool (before detailed) he had most particular instructions from Mr. Joseph Battersby, the owner of the said vessel the Cheshire, though Mr. Charles Hill, who acted in putting the cargo on board, and which cargo belonged to the said Joseph Battersby and his brother, Mr. William Battersby, both British subjects, that this appearer is such master of the said ship Cheshire, and with such cargo on board was not to attempt to enter any blockaded port, for that the policy of insurance upon the ship and cargo was very stringent in its conditions. And that this ap-
47 pearer was only to call off the port of Savannah, with a view to see whether there was a subsisting blockade upon that port, and not to attempt to go in if there should be one. Also this appearer, James Craig, says that at no time during the voyage herein detailed was any endorsement, warning, or other writing ever put upon the register, or any other paper of the said ship Cheshire, as to Savannah or any port, being in a state of blockade, or anythingwhatever relating to any blockade or intended blockade.

Wherefore the said James Craig, master, has requested me to protest, and I, the said notary, at such his request, have protested, and by these presents do publicly and solemnly protest, against all and every government, officers, official agent acting on behalf of the United States of America, and all and every person and persons whom it doth or may concern, and against all and singular the wrongs, hostile conduct, imprisonment, and circumstances already set forth in the foregoing declaration on oath for all manner of losses, costs, damages, reprisal, demurrage, charges, expenses, and injuries whatsoever, which the ship Cheshire, her tackle, apparel, and furniture, or cargo, and the freight by her earned or to be earned, or either or any of them, or any part thereof, have already sustained or may hereafter sustain by reason or means of the foregoing premises.

Whereof an attestation being required, I have granted this under my notarial firm and seal.

Done at the city of New York, in the said State of New York, the thirty-

first day of January, in the the year of Lord one thousand eight
48 hundred and sixty-two.

In preemisserum fidem

CHARLES EDWARDS, 35 *Pine Street, New York.*

(James Craig, master ship Cheshire; Henry Dawson; Joseph Coventry; William Jones; John Ward.)

Endorsed: Ship "Cheshire." Protest of James Craig, master, January 31st, 1862. Cha's Edwards, Notary, &c., 35 Pine st., New York.

49 I, the undersigned, consul of the United States of America for the port of Liverpool and its dependencies, do certify and make known to whom these presents shall come that Robert Hutchison, who I certify has signed the endorsement on the annexed documents, marked, respectively, A, B, C, and D, is mayor of the borough of Liverpool, to whose acts as such full faith and credit are due.

Given under my hand and seal of office, at Liverpool, the 14th day of January, and year one thousand eight hundred and sixty-two. [SEAL.]

THOMAS H. DUDLEY, *U. S. Consul.*

50 £6. S. G. John Parker, agent. Stamp six pounds. Liverpool, 24, 7, 61, 2.

£3,000. Delivered the day of 186 . Delivered Oct. 7, 1861, W. Thornley.

No. —. Warranted not to attempt to enter a blockaded port.

In the name of God, amen. As well in his own name as for in the name and names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all, doth make assurance and cause himself and them and every of them to be insured, lost or not lost, at and from Liverpool to Nassau, New Providence, and whilst in port, due for thirty days after arrival, with leave to call off Savannah, and to go in provided there is no blockade, upon any kind of goods and merchandizes, and also upon the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture of and in the good ship or vessel called the Cheshire, whereof is master, under God, for this present voyage, or whosoever else shall go for master in the said ship, or by whatsoever other name or names the same ship, or the master thereof, is or shall be named or called, beginning the adventure upon the said goods and merchandizes from the loading thereof aboard the said ship, as above, upon the said ship, &c, including sick troops, and shall so continue and endure during her abode there upon the said ship, &c;
51 and further, until the said ship, with all her ordnance, tackel, apparel, &c., and goods and merchandizes whatsoever shall be arrived at, as above; upon the said ship, &c, until she hath moored at anchor twenty-four hours in good safety, and upon the goods and merchandizes until the same be there discharged and safely landed. And it shall be lawful for the said ship, &c, in this voyage, to proceed and sail to and touch and stay at any ports or places whatsoever without prejudice to this insurance. The said ship, &c, goods and merchandizes, &c., for so much as concerns the assured by agreement between the assured and assurers in this policy, are and shall be valued at, on 721 bags coffee, *valued at* £3,000.

Warranted free from average, unless general or the ship be stranded, sunk, or burnt

Warranted free from capture, &c., as per clause annexed

"Warranted free from all attempts at capture, seizure, or detention, and

all consequences of hostilities; and also from any hostile or illegal act or acts of the United States Federal government or people thereof, or of the government or people of any seceding or revolting State or States of the American Union; and should the ship be captured, seized, or detained, this policy to be void."

Touching the adventures and perils which we, the assurers, are contended to bear and do take upon us in this voyage, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, taking at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the said goods, and merchandizes, and ship, &c., or any part thereof. And in case of any loss or misfortune it shall be lawful to the assured, their factors, servants, and assigns to sue, labour, and travel for, in, and about the defence, safeguard, and recovery of the said goods, and merchandizes, and
52 ship, &c., or any part thereof, without prejudice to this insurance, to the charges whereof we, the assurers, will contribute, each one according to the rate and quantity of his sum herein assured. And it is agreed by us, the insurers, that this writing or policy of assurance shall be of as much force and effect as the surest writing or policy of assurance heretofore made in Lombard street, or in the Royal Exchange, or elsewhere, in London. And so we, the assurers, are contended, and do hereby promise and bind ourselves each one for his own part, our heirs, executors, and goods to the assured, their executors, administrators, and assigns for the true performance of the premises, confessing ourselves paid the consideration due unto us for this assurance by the assured at and after the rate of three pounds per cent.

In witness whereof, we the assurers have subscribed our names and sums assured, in Liverpool.

£3,000.

N. B.—Corn, fish, salt, fruit, flour, and seed are warranted free from average, unless general, or the ship be stranded; sugar, tobacco, hemp, flax, hides, and skins are warranted *are warranted* free from average, under five pounds per cent., and all other goods; also, the ship and freight are warranted free from average under three pounds per cent., unless general or the ship be stranded.

100, J. P. Palmer, per att'y, one hundred pounds, 7 Oct., 1861.

100, H. G. Sutton, one hundred p'ds, 7 October, 1861.

J. W. S., sixty pounds each, Oct. 7, '61 :

53

60, W. S. Naylor.	60, A. Balfour.
60, John Enken.	60, C. J. Bowring.
60, James Aiken.	60, W. Cliff.
60, R. Hutchinson.	60, D. Graham.
60, G. Pennington.	60, R. W. Kelley.

W. B., fifty p'ds each, (fifty,) 7 Oct., 1861:

50, J. J. Rowe.	50, E. C. Iweed.
50, C. Rowe.	50, T. Clarke.
50, R. Higgin.	50, Wm Sinclair.
50, J. Beagley.	50, R. Woodward.
50, E Mackinlay.	50, Wm. Bailey.
50, S. Stokes.	50, E. Bailey.
50, J. A. Clint.	50, J. H. Hind.
50, W. J. Jacob.	50, J. McDiarmed.
50, Wm. Rowe.	50, W. Rae.
50, I. J. Edwards.	50, D. Rae.

54 I. M., fifty p'ds each, 7 Oct., 1861:

50, W. Braglor.	50, F. D. Anderson.
50, R. W. Houghton.	50, W. J. Mandie.

P. W. H. H., seventy pounds each, 7th October, 1861:

70, W. Barry.	70, J. Mayall.
70, C. Barry.	70, E. Mayall.
70, I. Shallows.	70, D. James.
70, I. Higham.	70, I. Hollins.
70, G. Wood.	70, I. L. Stowe.

P. W. H. H., fifty pounds ea, 7th October, 1861:

50, G. Wood.	50, I. B. Job.
50, G. Wolff.	50, W. Cranfield.
50, G. Mayall, jr.	50, I. Cranfield.

Endorsed: 7 October, 1861; Cheshire on coffee. L'pool to Nassau, and New Providence, &c.; 83, John Parker, as agent:

£2,000 *a* 60	£60	0	0
D. H. C. £1,000 *a* 60	5	0	0
£2,000 *a* 60	32	10	0
	97	10	0

A.—Ex'd, A. W. Baillow.

55 This is the paper writing or policy of insurance, marked A, referred to in the affidavit of Joseph Battersby and Charles Hill, sworn before me this thirtieth day of January, 1862.

G. W. HUTCHISON, *Mayor.*

56 The Thames and Mersey Marine Insurance Company.

Whereas Messrs. Wm. Battersby & Co. have represented to us, whose hands are hereunto subscribed, and who are two of the directors of the Thames and Mersey Marine Insurance Company, that they are interested in or duly authorized as owners, agent, or otherwise, to make the insurance hereinafter mentioned and described with the Thames and Mersey Marine Insurance Company, and have promised or otherwise obliged themselves to pay forthwith, for the use of the said company, at the office of the said company, the sum of one hundred pounds as a premium or consideration at and after the rate of sixty shillings per cent for such insurance:

Now, this policy of insurance witnesseth that, in consideration of the premises, and of the said sum of one hundred pounds, we do, for ourselves and each of us, promise and agree with the said Messrs. Wm. Battersby & Co., their executors, administrators, and assigns, that the capital stock and funds of the said company shall, according to the provisions of the deed of settlement and regulations of the said company, be subject and liable to pay and make good, and shall be applied to pay and make good, all such losses and damages, hereinafter expressed, as may happen to the subject matter of this policy and may attach to this policy in respect to the
57 sum of four thousand pounds hereby insured, which insurance is hereby declared to be upon body of ship.

Warranted free from capture, seizure, and detention, and any consequences of hostilities; also, from claims for loss or damage arising from seizure, detention, or the consequences of any other hostile act of the Federal government, or governments or people of any of the seceding or revolting States of the American Union; also, from any claims arising from any act of barratry of the master or mariners of the ship, the ship or vessel called the Ches-

hire, whereof James Craig is at present master, or whosoever shall go for master of the said ship or vessel, lost or not lost, at and from Liverpool to Savannah or Nassau, and for thirty days after arrival at the latter port. Should Savannah remain blockaded the vessel to proceed to Nassau.

And we do promise and agree that the insurance aforesaid shall commence upon the said ship at and from as above, and shall continue until she hath moored at anchor in good safety at her place of destination, and for such period afterwards, not exceeding twenty-four hours from such mooring, as she shall be there occupied in discharging her cargo, and upon the freight and goods or merchandise on board thereof from the loading of the said goods or merchandise on board the said ship or vessel at as above and until
58 the said goods or merchandise be discharged and safely landed at as above; and that it shall be lawful for the said ship or vessel to proceed and sail to and touch and stay at any ports or places whatsoever in the course of her said voyage for all necessary purposes without prejudice to this insurance. And touching the adventures and perils which the capital stock and funds of the said company are made liable unto, or are intended to be made liable unto, by this insurance, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart or countermart, surprisals, takings at sea, arrests, restraint, and detainments of all kings, princes, and people of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance or any part thereof. And in case of any loss or misfortune, it shall be lawful to the insured, their factors, servants, and assigns to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject-matters of this insurance or any part thereof without prejudice to this insurance, the charges whereof the capital stock and funds of the said company shall bear in proportion to the sum hereby insured. And we, for ourselves and each of us, do promise and agree that in case the said ship shall, by accident or negligence
59 of the master or crew, run down or damage any other ship or vessel and the insured shall thereby become liable to pay and shall pay, as damages, any sum not exceeding the value of the said ship or vessel and her freight, by or in pursuance of the judgment of any court of law or equity, given in any suit or *or* action, defended with the previous consent, in writing, of two of the directors, for the time being, of the said company, or by and in pursuance of any award made upon any reference entered into by the insured with the previous concurrence, in writing of two of the directors, for the time being, of the said company, the capital stock and funds of the said company shall and will bear and pay such proportion of three fourths parts of the sum so paid as aforesaid as the sum of four thousand pounds hereby insured bears to the value of the said ship or vessel and her freight. And it is declared and agreed that corn, fish, salt, fruit, flour, and seed shall be and are warranted free from average, unless general or the ship be stranded, and that sugar, tobacco, hemp, flax, hides, and skins shall be and are warranted free from average unless under five pounds per centum, that all other goods, also the ship and freight, shall be and are warranted free from average under three pounds per centum, unless general or the ship be stranded. Provided, always, and in accordance with the deed of settlement and regula-
60 tions of the company, this policy and the other policies of the company are on this condition, and it is hereby specially agreed, that the company, under all their policies of insurance, shall be liable in the whole only to the extent of so much of their corporate assets as from time to time shall be duly applicable for the satisfaction of their corporate liabilities thereunder, those assets including the amount of their capital from time to

time subscribed but not paid up; and the whole of these assets being regarded as applicable in a due course of administration to the satisfaction of the whole of their corporate liabilities, and also that no present or future shareholder of the company, his heirs, executors, and administrators, shall in respect of all or any of the liabilities of the company be subject to any proceedings at law or in equity, or otherwise, or to any other liability whatsoever, except only such proceedings as is in accordance with their deed of settlement and regulations, the company from time to time may lawfully take, in order to enforce the payment to them by the respective shareholder, his heirs, executors, or administrators, of calls made by the company, in accordance with their deed of settlement and regulations, in respect to his share or shares of the capital of the company, and payable by him or them,

61 and *and* also that no present or future shareholder of the company, his heirs, executors, or administrators, shall in any way, directly or indirectly, by means of such calls or otherwise, be liable to pay to or for the company, or in respect of any policy of insurance, or of any liability of the company, or otherwise howsoever, any sum exceeding the amount from time to time not paid up on his share or shares of the capital of the company, but that every present and future shareholder of the company, his heirs, executors, and administrators, shall in all respects have the like protection against all the liabilities of the company as if the company were incorporated by act of Parliament enacting that the only liability of any shareholder thereof, his heirs, executors, or administrators, should be his or their liability to pay to the company such part, if any, of the amount from time to time not paid up of the share or shares from time to time held by him, as should in accordance with the deed of settlement and regulations of the company be called up by them, and made payable during the time of his being a holder of the same, and also enacting that the liability of himself, as the holder of any share, and of his heirs, executors, and administrators, except only as regarded calls duly so made and payable, in respect of the share, and

62 in arrear, should absolutely cease on his or their transferring the share in accordance with the deed of settlement and regulations of the company.

In witness whereof we have hereunto set our hands, in Manchester, the sixteenth day of October, 1861.

Memorandum.—The usual deduction of one third of the amount of repairs is not made by this company in the case of ships built within the limits of the United Kingdom until after 18 months from the date of the original register.

JAMES RILEY.
WILLIAM PEEL.

Examined.

T. BARLING.

Countersigned.

H. B. OESEN, *Secretary.*

63 Endorsed: Messrs. Wm. Battersby & Co. The Thames and Mersey Marine Insurance Company.

B.

This is the proper writing or policy of insurance, marked B, referred to in the affidavit of Joseph Battersby, and Charles Hill, sworn before me this 13th day of January, 1862.

G. W. HUTCHINSON, *Mayor.*

64 **The Thames and Mersey Marine Insurance Company.**

No 4887. £1,700. 51 1 [£2 10s] [1s] [L. S.]

Whereas Messrs. Will'm Battersby & Co. have represented to us, whose hands are hereunto subscribed, and who are two of the directors of the Thames and Mersey Marine Insurance Company, that they are interested in or duly authorized as owner, agent, or otherwise, to make the insurance hereinafter mentioned and described with the Thames and Mersey Marine Insurance Company, and have promised, or otherwise obliged themselves, to pay forthwith for the use of the said company, at the office of the said company, the sum of forty-two pounds ten shillings, as a premium or consideration at and after the rate of fifty shillings per cent. for such insurance:

Now, this policy of insurance witnesseth that, in consideration of the premises and of the said sum of forty-two pounds ten shillings, we do, for ourselves, and each of us, promise and agree with the said Messrs. Wm. Battersby & Co., the executors, administrators, and assigns, that the capital stock and funds of the said company shall, according to the provisions of the deed of settlement and regulations of the said company, be subject and liable to pay and make good, and shall be applied to pay and make good all such losses and damages hereinafter expressed as may happen to the sub-
65 ject-matter of this policy, and may attach to this policy in respect of the sum of seventeen hundred pounds, hereby insured, which insurance is hereby declared to be upon freight.

Warranted free from capture, seizure, and detention, any consequences of hostilities. Also from claims for loss or damage arising from seizure, detention, or the consequences of any other hostile act of the Federal government or governments, or people of any the seceding or revolting States of the American Union. Also from any claims arising from any act of barratry of the master or mariners of the ship, the ship or vessel called the Cheshire whereof Craig is at present master, or whoever shall go for master of the said ship or vessel, lost or not lost, at and from Liverpool to Savannah or Nassau, and for thirty days after arrival at the latter port.

Should Savannah remain blockaded the vessel to proceed to Nassau.

And we do promise and agree that the insurance aforesaid shall commence upon the said ship at and from as above, and shall continue until she hath moored at anchor in good safety at her place of destination, and for such period afterwards, not exceeding twenty-four hours from such mooring, as she shall be there occupied in discharging her cargo, and upon the freight
66 and goods or merchandise on board thereof from the loading of the said goods or merchandise on board the said ship or vessel at as above and until the said goods or merchandise be discharged and safely landed at as above, and that it shall be lawful for the said ship or vessel to proceed, and sail to, and touch and stay at any port or places whatsoever in the course of her said voyage, for all necessary purposes, without prejudice to this insurance. And touching the adventures and perils which the capital stock and funds of the said company are made liable unto, or are intended to be made liable unto, by this insurance, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings at sea, arrests, restraints, and detainments of all kings, princes, and people of what nation, condition or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that have or shall come to the hurt, detriment or damage of the aforesaid subject-matter of this insurance, or any part thereof. And in case of any loss or misfortune it shall be lawful to the insured, their factors, servants, and assigns, to sue, labor and travel for, in,

and about the defence, safeguard, and recovery of the aforesaid sub-
67 ject-matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the capital stock and funds of the said company shall bear in proportion to the sum hereby insured. And it is declared and agreed that coin, fish, salt, fruit, flour, and seed shall be and are warranted free from average, unless general or the ship be stranded; and that sugar, tobacco, hemp, flax, hides, and skins shall be and are warranted free from average under two pounds per centum. That all other goods, also the ship and freight, shall be and are warranted free from average under five pounds per centum, unless general or the ship is stranded.

Provided always, and in accordance with the deed of settlement and regulations of the company, this policy, and the other policies of the company, are on this condition, and it is hereby specially agreed, that the company, under all their policies of insurance shall liable in the whole only to the extent of so much of their corporate assets as from time to time shall be duly applicable to the satisfaction of their corporate litbilities thereunder, those assets including the amount of their capital from time to time subscribed but not paid up, and the whole of those assets being regarded as ap-
68 plicable in a due course of administration to the satisfaction of the whole of their corporate liabilities, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall in respect of all or any of the liabilities of the company be subject to any proceedings at law or in equity, or otherwise, or to any other liability whatsoever, except only such proceedings as in accordance with their deed of settlement and regulations of the company from time to time may lawfully take in order to enforce the payment to them by the respective shareholder, his heirs, executors, or administrators, of calls made by the company in accordance with their deed of settlement and regulations in respect of his share or shares of the capital of the company, and payable by him or them, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall in any way, directly or indirectly by means of such calls or otherwise, be liable to pay to or for the company, or in respect of any policy of insurance, or of any liability of the company, or otherwise howsoever, any sum exceeding the amount from time to time not paid up on his share or shares of the capital of the company, but that every
69 present and future shareholder of the company, his heirs, executors, and administrators, shall in all respects have the like protection against all liabilities of the company as if the company were incorporated by act of Parliament enacting that the only liability of any shareholder thereof, his heirs, executors, or administrators, should be his or their liability to pay to the company such part of any of the amount from time to time not paid up of the share or shares from time to time held by him, as should in accordance with the deed of settlement and regulations of the company be called by them and made payable during the time of his being a holder of the same, and also enacting that the liability of himself, as the holder of any share, and of his heirs, executors, and administrators, except only as regarded calls duly so made and payable in respect of the share, and in arrear, should absolutely cease on his or their transferring the share in accordance with the deed of settlement and regulations of the company.

In witness whereof, we have hereunto set our hands, in Manchester, the 15th day of October, 1861.

70 *Memorandum.*—The usual deduction of one-third of the amount of repairs is not made by this company is the case of ships built within

the limits of the United Kingdom until after 18 months from the date of the original register.

JAMES RILEY.
WILLIAM PEEL.

Examined. J. BARLING.
Countersigned. H. B. OWEN, *Secretary.*

Endorsed: Messrs. Wm. Battersby & Co. The Thames and Mersey Marine Insurance Company.

"C."

This is the policy of insurance marked C referred to in the affidavit of Joseph Battersby and Charles Hill, sworn before me this 13th day of January, 1862.

ROB'T HUTCHINSON, *Mayor.*

The Thames and Mersey Marine Insurance Company.

Whereas Messrs. Wm. Battersby & Co. have represented to us, whose hands are hereunto subscribed, and who are two of the directors of the Thames and Mersey Marine Insurance Company, that they are interested in or duly authorized as owner, agent, or otherwise, to make the insurance hereinafter mentioned and described with the Thames and Mersey Marine Insurance Company, and have promised or otherwise obliged themselves to pay forthwith, for the use of the said company, at the office of the said company, the sum of one hundred and twenty-one pounds eleven shillings and 6*d.* as a premium or consideration, at and after the rate of fifty shillings per cent. for such insurance:

Now, this policy of insurance witnesseth that, in consideration of the premises and of the said sum of one hundred and twenty-one pounds eleven shillings and sixty pence, we do, for ourselves and each of us, promise and agree with the said Messrs. Wm. Battersby & Co., their executors, administrators, and assigns, that the capital stock and funds of the said company shall, according to the provisions of the deed of settlement and regulations of the said company, be subject and liable to pay and make good,
73 and shall be applied to pay and make good, all such losses and damages hereinafter expressed as may happen to the subject-matter of this policy, and may attach to this policy in respect to the sum of forty-eight hundred and sixty-three pounds hereby insured, which insurance is hereby declared to be upon sundries warranted free of particular average, unless stranded, sunk, or burnt. Warranted free from capture, seizure, and detention, and any consequences of hostilities; also from claims for loss or damage arising from seizure, detention, or the consequences of any other hostile act of the Federal government or governments, or people of any of of the seceding or revolting States of the American Union; also for any claims arising from any act of barratry of the master or mariners of the ship or vessel called the Cheshire, whereof Craig is at present master, or whoever shall go for master of the said ship or vessel, lost or not lost, at and from Liverpool to Savannah or Nassau, for thirty days after arrival, including risk of craft to and from the vessel at the latter port. Should Savannah remain blockaded the vessel to proceed to Nassau.

And we do promise and agree that the insurance aforesaid shall commence upon the said ship at and from as above, and shall continue until she
74 hath moored at anchor in good safety at her place of destination, and for such period afterwards, not exceeding twenty-four hours from such

mooring, and upon the freight and goods or merchandise on board thereof, from the loading of the said goods or merchandise on board the said ship or vessel at as above, and until the said goods or merchandise be discharged and safely landed as above. And that it shall be lawful for the said ship or vessel to proceed, and sail to, and touch, and stay at any ports or places whatsoever in the course of her said voyage for all necessary purposes without prejudice to this insurance. And touching the adventures and perils which the capital stock and funds of the said company are made liable unto, or are intended to be made liable unto by this insurance, they are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, takings as sea, arrests, restraints, and detainments of all kings, princes, and people, of what nation, condition, or quality soever, barratry of the master and mariners, and of all other perils, losses, and misfortunes that hath or shall come to the hurt, detriment, or damage of the aforesaid subject-matter of this insurance, or any part thereof.

And in case of any loss or misfortune it shall be lawful to the in-
75 sured, their factors, servants, and assigns, to sue, labor, and travel for, in, and about the defence, safeguard, and recovery of the aforesaid subject matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the capital stock and funds of the said company shall bear in proportion to the sum hereby insured. And it is declared and agreed that corn, fish, salt, fruit, flour, and seed, shall be and are warranted free from average, unless general or the ship be stranded; and that sugar, tobacco, hemp, flax, hides, and skins, shall be and are warranted free from average under five pounds per centum. That all other goods, also the ship or freight, shall be and are warranted free from average under three pounds per centum, unless general or the ship be stranded.

Provided always, and in accordance with the deed of settlement and regulations of the company, this policy and the other policies of the company are on this condition, and it is hereby specially agreed, that the company, under all their policies of insurance, shall be liable in the whole only to the extent of so much of their corporate assets as from time to time shall be duly applicable to the satisfaction of their corporate liabilities thereunder, those assets including the amount of their capital from time to time
76 subscribed but not paid up, and the whole of those assets being regarded as applicable, in a due course of administration, to the satisfaction of the whole of their corporate liabilities; and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall, in respect of all or any of the liabilities of the company, be subject to any proceedings at law or in equity, or otherwise, or to any liability whatsoever, except only such proceedings as in accordance with their deed of settlement and regulations the company from time to time may lawfully take in order to enforce the payment to them by the respective shareholders, his heirs, executors, administrators, of calls made by the company with their deed of settlement and regulations in respect of his share or shares of the capital of the company, and payable by him or them, and also that no present or future shareholder of the company, his heirs, executors, or administrators, shall in any way, directly or indirectly, by means of such calls or otherwise, be liable to pay to or for the company, or in respect of any policy of insurance, or of any liability of the company, or otherwise howsoever, any sum exceeding the amount from time to time not paid up on his share or shares of the capital of the company, but that every present and
77 future shareholder of the company, his heirs, executors, and administrators, shall in all respects have the like protection against all the

liabilities of the company as if the company were incorporated by act of Parliament, enacting that the only liability of any shareholder thereof, his heirs, executors, or administrators, shall be his or their liability to pay to the company such part, if any, of the amount from time to time not paid up of the share or shares from time to time held by him as should, in accordance with the deed of settlement and regulations of the company, be called up by them and made payable during the time of his being a holder of the same; and also enacting that the liability of himself as the holder of any share, and of his heirs, executors, and administrators, except only as regarded cause duly so made, and payable in respect of the share, and in arrear, should absolutely cease on his or their transferring the share in accordance with the deed of settlement and regulations of the company.

In witness whereof, we have hereunto set our hands, in Manchester, the fifteenth day of October, 1861.

JAMES RILEY.
WILLIAM PEEL.

Examined. J. BARLING.

Countersigned. H. B. OWEN, *Secretary.*

73 Endorsed: Messrs. Wm. Battersby & Co. The Thames and Mersey Marine Insurance Company.

D.

This is the paper, writing, or policy of insurance, marked D, referred to in the affidavit of Joseph Battersby and Charles Hill, sworn before me this 13th day of January, 1862.

ROB'T HUTCHINSON, *Mayor.*

Endorsed: 17, 51, in prize. U. S. district court. The ship Cheshire and her cargo *ads.* the United States of America.

The further and additional claim and answer of Joseph and William Battersby. Charles Edwards, proctor for claimants.
Filed Feb'y 8, 1862.

80 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Monday, the 10th day of March, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES, &C., AND CAPTORS, *vs.* THE SHIP CHESHIRE, &C, AND CARGO. } In prize. 17, 51.

Mr. Woodford moves to postpone the hearing of the above-entitled cause.
Mr. Edwards opposes the motion, and moves the hearing of the cause.

Ordered hearing.

Mr. Woodford reads notice that he will move the court to strike out certain portions of the claim, and states the grounds of his motion to be the same as in the suit of the U. S. *vs.* the brig Delta, &c.

Mr. Edwards replies.

Mr. Woodward closes.

Pleadings read.

Evidence for the claimant.

Five depositions put in by Mr. Edwards and ——— read.

Ship's papers put in evidence.
Cause adjourned.

Tuesday, 11 March, cont'd.
Mr. Edwards argues for claimants.
81 Mr. Upton argues for captors.
Curia adv. vult.

82 District court of the United States for the southern district of New York.

Deposition of Henry Dawson, mate, a witness produced, sworn and examined in preparatorio on the 24th day of January, in the year eighteen hundred and sixty-two, at the office of E. H. Owen, prize commissioner, at No. 72 Wall street, in the city of New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, U. S. district attorney for the said district, in behalf of the captors of a certain ship or vessel called the Cheshire and her cargo.

1st. To the 1st interrogatory he says, I was born in Wirenhoe, Essex County, England; I now reside at Liverpool, England; have lived there about ten years; I am a subject of Queen Victoria, and owe allegiance to her; I am not a citizen of the United States; I am a married man, and wife and family reside at Liverpool, England.

2 To the second interrogatory he says: I was present at the capture of the Cheshire and her lading, concerning which I am now examined.

3. To the 3d interrogatory he says: Such capture was made on the sixth day of December, 1861, off Tybee, the entrance of Savannah Harbor. The vessel was towed up off Charleston Bar, and thence to New York City. The Cheshire had no letter or commission authorizing her to make
82½ prizes that I am aware of. I was informed on board the capture was made in pursuance of information from Liverpool that she was bound for some southern port.

4. To the 4th interrogatory he says: The Cheshire sailed under British colors; she had no other colors on board.

5. To the 5th interrogatory he says: No resistance was made at the time of the capture; one gun was fired by the capturing vessel; the capture was made by the U. S. steamer Augusta; no other ships were in sight at the time; the Cheshire was a merchantman; the Augusta was a U. S. ship-of-war; she had eight 32-pounders and one Dahlgreen rifled cannon and one small signal cannon on board.

6. To the 6th interrogatory he says: I do not know what commission the Augusta had; the captnre was made by the U S. steamer Augusta; I do not know of the Cheshire having ever been condemned.

7. To the 7th interrogatory he says: The name of the vessel taken was the Cheshire; her master's name was James Craig, (I think his name was James.) I do not know who appointed him to the command; he was appointed in Liverpool; I have known the Cheshire since October 1, 1861, and have known the master for the same time; he was on board the vessel when I joined; I do not know when he took possession or who by name delivered the same to him; I have heard him say he took possession at Liverpool, in England; the fixed place of abode of the master is in the north part of Ire-
land, as I have heard him say, with his wife and family; I do not
83 know how long he has lived there; I do not know where he was born; I suppose he is a subject of Great Britain.

8. To the 8th interrogatory he says: The Cheshire was of between 700 and 800 tons burthen; her company consisted of fifteen men, officers and crew, all told, and they and two other men, who were working their passage, also the supercargo and his family were on board at the time of the capture; they were all English and Irish except one German, one Portuguese, and one I do not know of what country he was; the crew all came on board at the same port and time, on the 8th of October, 1861, at Liverpool, in England; the captain, supercargo, cook, and steward were on board when I came on board on the 1st October, 1861; they were shipped at the Sailors' Home, in Liverpool, at that time.

9. To the 9th interrogatory he says: I belonged to the vessel's company as first mate; I had no interest in the vessel or cargo; I think none of the officers, mariners, or company had any such interest.

10. To the 10th interrogatory he says: I have known the Cheshire since October 1, 1861; I just saw her at that time at Liverpool, in England; she carried no guns; there was no engagement before or at the time of the capture, but there were eighteen persons on board besides the supercargo's family. The Cheshire was built in the State of Maine; her name was
84 the Cheshire; I don't know that she was ever called by any other name.

11. To the 11th interrogatory he says: The Cheshire was bound for Nassau, New Providence, and from there to any port in the United States, and back to England. The voyage began at Liverpool and was to have ended at same port, in England. At the time of her sailing from Liverpool she carried a general cargo of merchandise, consisting of salt, coffee, earthen ware, tin, and several bales of goods; she had the same cargo on board at the time of the capture; the cargo was on board when I joined; I have never heard when it was put on board; she had no goods on board contraband of war or prohibited by law that I am aware of.

12. To the 12th interrogatory he says: The Cheshire had no passport or sea-brief on board so far as I know; the Cheshire put into Belfast Bay, in the north of Ireland, which was the only port or place she touched at before she was taken; the last voyage began at Liverpool and was to have ended at same port, in England; I do not know what cargoes she has carried previously, nor where the same have been delivered; she sailed from Liverpool, in England, which was her last clearing port previous to the capture; she did not go into the port of Belfast.

13. To the 13th interrogatory he says: At the time of setting sail
85 on her last voyage, the Cheshire had a general cargo, as I have stated, and had the same on board when taken; I do not know the *the* year or month in which the same was put on board, nor the different species or quantities of lading, except as I have stated.

14. To the 14th interrogatory he says: The owner of the vessel at the time of the capture was Joseph Battersby, and Joseph Battersby & Co. owned the cargo; I know this only by information from the master; Joseph Battersby resides at Manchester, in England; I do not know who compose the firm of Joseph Battersby & Co., nor where they or any of them were born, nor whether they or any of them has a family; the firm does business at Manchester, in England; I do not know how long they have resided or done business there, or of what country they are subjects, but I believe them to be subjects of Great Britain.

15. To the 15th interrogatory he says: I know nothing of any of the matters herein enquired of.

16. To the 16th interrogatory he says: The cargo was put on board at Liverpool, in England; I know nothing of any of the other matters herein enquired of except as I have above stated. I believe if the cargo should be

restored and unladen at the destined port, it would belong to Joseph Battersby & Co., merely because the master said they were the owners.

17. To the 17th interrogatory he says: I know nothing of any of
86 the matters enquired of in this interrogatory.

18. To the 18th interrogatory he says: I have not in my possession and never had any papers in any way relating to the vessel or cargo; I do not know what papers were on board the vessel.

19. To the 19th interrogatory he says: I do not recollect the degrees of latitude or longitude in which the capture was made; it was made about fifteen minutes past twelve o'clock at noon of the sixth day of December, 1861, about twelve miles southeast of Tybee Island, which is near Savannah, in the State of Georgia; I know nothing about any charter-party.

20. To the 20th interrogatory he says: I do not know what papers were on board the vessel at the time of her sailing from Liverpool; I don't think any were burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed by any one.

21. To the 21st interrogatory he says: I knew that the State of Georgia was in a state of war with the United States; I heard of that fact before leaving Liverpool, in October, 1861; I suppose the captain and owners had the same information that I did, because I heard of it by general report and by the newspapers; I heard before leaving Liverpool that all the southern ports were under a blockade by the United States; I learned this by general report and from the newspapers, and supposed the captain and own-
87 ers had the same information; the captain said he was authorized by the owners to speak the blockade, but he did not say at what port.

22. To the 22d interrogatory he says: The port of Savannah was under an order of blockade of the government of the United States at the time of the capture. No warning or notice had been given to, or received by, the master, nor was any notice in writing endorsed on the ship's papers before the capture.

23. To the 23d interrogatory he says: The register of the Cheshire was not shown to any United States officer until the officers of the Augusta came on board; they examined it and the other papers and then seized the vessel.

24. To the 24th interrogatory he says: I do not know, and do not believe, that the Cheshire, at any time after the blockade, and with notice thereof, attemped covertly or secretly to enter or sail from Savannah or any blockaded port.

25. To the 25th interrogatory he says: I am not aware that the Cheshire was ever before seized as a prize or condemned.

26. To the 26th interrogatory: I have sustained no loss, unless it is my wages, by the seizure. I have received no indemnity, satisfaction, or promise of such.

27. To the 27th interrogatory he says: I know nothing about any insurance of the vessel or cargo.

88 28. To the 28th interrogatory he says: I know nothing of any of the matters herein enquired of.

29. To the 29th interrogatory he says: I know nothing of the matters herein enquired of.

30. To the 30th interrogatory he says: I know nothing of any of the matters herein enquired of.

31. To the 31st interrogatory he says: I know nothing of any of the matters herein enquired of.

32. To the 32d interrogatory he says: At the time of the seizure all the ship's papers were delivered to and carried away by the captors. I believe

they were brought to New York with the prize master; no other papers were delivered out of the vessel to any person.

33. To the 33d interrogatory he says: Bulk was not broken before the capture, but was afterwards by the officers and crew of the Augusta, off Tybee and also off Charleston; I do not know for what purpose.

34. To the 34th interrogatory he says: There were two men working their passage in the vessel, also the supercargo's family, consisting of his wife, two children and female servant. One of the two men was named Stephen Derby, the name of the other I do not recollect. The supercargo's name was Thomas Stone. These passengers were all English. I do not know their occupation nor whether they had any commission. They were taken on board at Liverpool and were destined to Nassau. I do not know upon what business they were on; none of them had any interest in
89 the vessel or cargo; no passengers were secreted at the time of the capture; there were no officers, soldiers, or mariners secreted on board; no citizens of the United States were secreted or confined on board; there were no persons on board who were citizens of any State or Territory of the United States then in a state of war or rebellion against the United States, its government and laws.

35. To the 35th interrogatory he says: I know nothing of any of the matters herein enquired of.

36. To the 36th interrogatory he says: The Cheshire was hove to at the time the Augusta was first seen; this was done to speak the blockade; she had been so for about thirty hours before we saw the Augusta; before that we had been steering down towards the shore towards the southward; the course of the vessel was not altered on the appearance of the Augusta; we continued to lie until we were boarded. The course of the Cheshire was at all times, when the weather would permit, directed to the place or port for which she appears to have been destined by the ship's papers, I mean to Nassau, in New Providence; she was not at any time before the capture sailing wide of or beyond Nassau, the place to which she was destined by the ship's papers. She was about 400 or 500 miles from Nassau when she was taken. The vessel's course was not, at any time after leaving
90 Liverpool, altered.

37. To the 37th interrogatory he says: I know nothing of the matters herein enquired of.

38. To the 38th interrogatory he says: There were no guns mounted on board the vessel, nor any arms or ammunition belonging to her; there were no guns, weapons, warlike implements, or arms, or armament of any kind on board; there were none of the articles herein mentioned on board, or thrown overboard, or concealed under the name of merchandise.

39. To the 39th interrogatory he says: All I know or believe in regard to the ownership or true property of the vessel and cargo is, that the captain told me that the vessel belonged to Joseph Battersby, and that the cargo belonged to Joseph Battersby & Co. All that I know and believe in regard to the real destination of the vessel and cargo is, the ship was cleared from Liverpool to Nassau, in New Providence.

40. To the 40th interrogatory he says: I know nothing in regard to any former voyages of the Cheshire, but in her present voyage she did not sail under any convoy; I know nothing about what instructions were given.

41. To the 41st interrogatory he says: The Cheshire did not sail to or attempt to enter any port under blockade.

42. To the 42d interrogatory he says: She had no commission or license as a privateer, or other authority to cruise against persons or property of citizens of the United States, or to make prizes thereof.

91 43. To the 43d interrogatory he says: The Cheshire did not, at any

time, sail or act in company with any vessel or otherwise, in pursuing or seizing as a prize any person, vessel, or property of citizens of the United States.

Upon reading over the foregoing depositions the witness desires to correct his answer to the thirty-sixth interrogatory by stating that, when captured was wide of her course for Nassau, New Providence, and that her course could not at all times have been direct for Nassau, as he stated in answer to the said interrogatory.

HENRY DAWSON.

UNITED STATES OF AMERICA, *Southern district of New York, ss:*

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York in and for the said district, do hereby certify that the foregoing deposition of Henry Dawson, a witness produced on behalf of the captors, was taken by and under my direction at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced the oath, directed by the 17th prize rule, was by me duly administered to the witness, and he was thereupon afterwards examined separate
92 and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me, or in my presence, and in the presence of the said witness, and under my direction reduced to writing, and the same having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal at the city of New York, this 24th day of January, in the year of our Lord one thousand eight hundred and sixty two.

[L. S.] E. H. OWEN, *U. S. Prize Commissioner.*

District court of the United States for the southern district of New York.

Deposition of William Gill, seaman, a witness produced, sworn, and examined in preparatorio, on the 2 oth day of January, in the year eighteen hundred and sixty-two, at the office of E. H. Owen, 72 Wall street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Cheshire and her cargo.

1. To the 1st interrogatory he says: I was born in the Isle of Man. I was eighteen years old last Christmas; my home is in the Isle of
93 Man; I am not married; I am a British subject, and owe allegiance to the queen of Great Britain.

2. To the 2d interrogatory he says: I was aboard of the Cheshire when she was captured.

3. To the 3d interrogatory he says: I heard it said that the vessel when captured was about twelve miles off Savannah, but I did not know anything about it; I don't remember the day nor the month. The vessel was first taken to Charleston and then to New York. I don't know anything about the vessel's papers. I did not hear any reason given for seizing the vessel.

4. To the 4th interrogatory he says: The Cheshire sailed under English colors; I don't know that she had any other colors on board.

5. To the 5th interrogatory he says: No resistance was made. It was my watch below, and I don't know what occurred. I heard no guns. I saw

no other vessels in sight. The Cheshire was a merchantman. The capture was made by the U. S. frigate Augusta.

6. To the 6th interrogatory he says: I have no knowledge or information upon the subject enquired of.

7. To the 7th interrogatory he says: The name of the vessel captured was the Cheshire, and her master's name was James Craig. I don't know who appointed him master nor where he was appointed. I have no knowledge of the other matters enquired of.

94 8. To the 8th interrogatory he says: I can't state the tonnage of the vessel; I believe she was some six or seven hundred tons. I don't know the number of the ship's company; there were five or six, including the mate, in my watch; all the crew came on board in Liverpool about the same time—on the day we sailed from Liverpool; the captain shipped the crew.

9. To the 9th interrogatory he says: I was an ordinary seaman; I had no interest in either the vessel or cargo; I don't know that the master or any of the ship's company had any interest therein.

10. To the 10th interrogatory he says: I just saw the vessel about a week before I shipped in her, which was some time last fall; I don't remember the time; the shipping articles will show. I don't know that the vessel had any other name but the Cheshire.

11. To the 11th interrogatory he says: The vessel was bound by the articles to Nassau or Halifax; I have no knowedge as to where she was bound except by the shipping articles. That voyage began in Liverpool and was to have ended at Nassau. All the cargo I saw was some coffee, salt, and some tea; I don't know anything about the rest of the cargo; I don't know when it was put aboard; she was loaded before I joined her; there were some crates aboard; I did not know what was in them.

12. To the 12th interrogatory he says: The last clearing port before the capture was Liverpool, but we went into Belfast to set our rigging. This is all I know of the matters enquired of in this interrogatory.

95 13. To the 13th interrogatory he says: The vessel carried the same cargo when captured that she had on board when she left Liverpool, and it consisted of salt, coffee, and some crates. I don't know what was in the crates This is all I saw of the cargo.

14 To the 14th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

15. To the 15th interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

16. To the 16th interrogatory he says: I think the cargo found on board the vessel, at her capture, was put on board in Liverpool. I don't know when, but it was loaded when I went on board. I know nothing further of the matters enquired of in this interrogatory.

17. To the 17th interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

18. To the 18th interrogatory he says: I have not in my possession, nor were there on board the vessel, at the time of her capture, any document proving my interest in either vessel or cargo. I don't know whether or not there were on board any document proving the interest of any other person.

19. To the 19th interrogatory he says: I don't know the degrees of latitude or longitude of the place where we were captured, but it was about 12 o'clock on Friday, six weeks ago yesterday, about *about* twelve miles
96 off Savanah Harbour, I heard them say. I know nothing farther of the matters enquired of in this interrogatory.

20. To the 20th interrogatory he says: I don't know anything about what papers were on board when we left Liverpool, but I never saw any

papers burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed.

21. To the 21st interrogatory he says: I heard from the newspapers in Liverpool that there was war in America. I did not know in what part. I did not know that the southern coast was blockaded. I don't know whether the captain knew it or not.

22. To the 22d interrogatory he says: The port of Savannah was in fact blockaded by the U. S. government at the time our vessel was captured. I don't know whether or not any notice of the blockade had been given to or received by the captain of our vessel before the capture. I don't know whether or not any notice in writing of this blockade had been endorsed upon our ship's register.

23. To the 23d interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

24. To the 24th interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

25. To the 25th interrogatory he says: The vessel has never before, to my knowledge, been seized as prize.

26. To the 26th interrogatory he says: I have sustained no loss by
97 the capture of the vessel and cargo unless I lose my wages. I have received no satisfaction or promise of any in case I do lose them.

27. To the 27th interrogatory he says: I know nothing about any insurance of the vessel or cargo.

28. To the 28th interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

29. To the 29th interrogatory he says: I know nothing whatever of the growth, produce, or manufacture of the cargo captured, but I believe it was put on board in Liverpool.

30. To the 30th interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

31. To the 31st interrogatory he says: I have no knowledge or information of the matters enquired of in this interrogatory.

32. To the 32d interrogatory he says: As far as I know no papers were delivered up or carried away from the vessel captured.

33. To the 33d interrogatory he says: Before our capture we moved some tin from aft to the forward part of the vessel for the purpose of easing her. I was immediately after the capture put on board the "Augusta," and consequently don't know what occurred on board our vessel after that time.

34. To the 34th interrogatory he says: There were seven passengers on board the Cheshire, none of the whom were secreted at the time of capture; their names were Stephen Luby, Mr. Stone, the supercargo, his wife,
98 his two sons, James and Thomas, his servant, whose name I don't remember. I don't remember the name of the other, who was an old man; they were taken on board at Liverpool; they were on board when I came; I think they were going to Nassau; no officers, soldiers or marines were secreted on board; I don't know whether or not there were any American citizens on board. I know nothing further of the matters enquired of in this interrogatory.

35. To the 35th interrogatory he says: I know of no matters or circumstance to effect the credit of the papers on board the Cheshire. I have written or signed no papers relating to the vessel or cargo. I have no further knowledge or information of the matters enquired of in this interrogatory.

36. To the 36th interrogatory he says: I don't know towards what port or place the Cheshire was stearing when we were taken. We were lying too at the time; our course was not altered at the appearance of the Augusta.

I heard that we were lying too until she boarded us. I think we were lying off and on for two days. I know nothing of the course of the vessel during her voyage. I have no further knowledge or information of the matters enquired of in this interrogatory.

37. To the 37th interrogatory he says: I have no knowledge or information or belief of the matters enquired of in this interrogatory.

38. To the 38th interrogatory he says: I never saw any guns
99 mounted on our vessel. I never saw any arms or ammunition belonging to her. There were no arms of any kind on board that I saw. I never saw any of the articles herein mentioned on board our vessel. No part of our cargo was thrown overboard at the time of capture. I know nothing further of the matters enquired of in this interrogatory.

39. To the 39th interrogatory he says: I really believe the destination of our vessel was Nassau. We signed articles for that place. I don't know who owned the vessel or cargo.

40. To the 40th interrogatory he says: The Cheshire did , in this voyage sail under the convoy of any ship-of-war, or any armed vessel. I don't, know what she may have done on any previous voyage.

41. To the 41st interrogatory he says: The vessel, on her last voyage, sailed to Savannah, which port was then blockaded by the U. S. government. I don't know whether or not she attempted to enter that port. We were never warned, that I know of, not to attempt to enter.

42. To the 42d interrogatory he says: I don't know whether or not our vessel sailed on her last voyage with any commission or authority to make prizes.

43. To the 43d interrogatory he says: On this voyage the Cheshire did not sail with any armed vessel engaged in cruising against or seizing as prize any persons or vessels or property of any citizens of the United States. I don't know what she may have done on any previous voyage.

his
WILLIAM ⋈ GILL.
mark.

100 UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York in and for the said district, do hereby certify that the foregoing deposition of William Gill, a witness produced on behalf of the captors, was taken by and under my direction at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses. That such examination was begun, continued, and finished on the same day, and was by me, or under my direction, reduced to writing, and the same having been by me carefully read to him was by him subscribed in my presence at the close of such examination.

[L. S.] In testimony whereof, I have hereunto set my had and affixed my official seal, at the city of New York, this 25th day of Jan'y, in the year of our Lord one thousand eight hundred and sixty-two.

E. H. OWEN, *U. S. Prize Com'r.*

101 *Supercargo ship Cheshire.*

District court of the United States for the southern district of New York.

Deposition of Thomas Stone, ship Cheshire, a witness produced, sworn, and examined in preparatorio, on the 20th day of December, in the year eighteen hundred and sixty-one, at the office of the U. S. prize com'r, 39 Chamberstreet, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Cheshire.

1. To the first interrogatory deponent says: I was born in Ulverstone, Lancashire, England; I now live in Williamsburg, New York; I have lived there 13 years; I am a citizen of New York; I owe allegiance to the United States; I am married; my family resides in Williamsburgh, when they are at home.

2. To the 2d interrogatory deponent says: I was present at the capture of the Cheshire.

3. To the 3d interrogatory deponent says: The capture was made, I should say, between Port Royal and Tybee, about 9 miles from Tybee, which was in sight at the time, on the sixth day of December instant, about nine or ten o'clock a. m. We were carried to Charleston Bar and anchored there
102 on the seventh inst., and left it on the 8th inst. for New York City, where we arrived the 19th inst. We had no authority to make prizes. I do not know why we were taken.

4. To the 4th interrogatory deponent says: We sailed under British colors. I do not know that she had any other colors on board.

5. To the 5th interrogatory deponent says: There was no resistance made. There was one gun fired by the steamer Augusta, the capturing vessel. I think there was a merchant vessel in sight at the time of capture, but no man-of-war. The Cheshire is a merchantman, and belongs to Joseph Battersby, of Manchester, England. The capturing vessel was, I suppose, the U. S. steamer Augusta. I do not know the captain's name. I do not know her force.

6. To the 6th interrogatory deponent says: I do not know that the capturing vessel had any commission to act in the capture. The capturing vessel was called the Augusta, so they say. I do not know that the Cheshire has been condemned.

7. To the 7th interrogatory deponent says: The name of the captured vessel was the Cheshire; the captain's name is James Craig; I think he was appointed by Mr. Battersby, of Manchester, in Liverpool; I do not know how long I have known the vessel; I have known the captain three or four months, I suppose; he took possession of her in Liverpool, I
103 should say in September or October last; Mr. Battersby delivered her to him. I do not know the place of abode of the master; he lives in some part of Ireland; I do not know whether he has a family, or where he was born, or of what country or State he is a citizen.

8. To the 8th interrogatory deponent says: The tonnage of the vessel I do not know. I understood some six hundred and odd tons. The vessel's company when taken consisted of seventeen all told, and all were on board. I think they were all foreigners, a mixture of English, Irish, Scotch, German, &c. All came on board at Liverpool; I do not know whether at the same time. The captain shipped them at Liverpool.

9. To the 9th interrogatory deponent says: I did not belong to the vessel's

company. I have no part, share, or interest, in the vessel or cargo, and I should say none of the ship's company had.

10. To the 10th interrogatory deponent says: I have known the vessel some time; I cannot say how long. I first saw her in New York City, I think, some 8 or 9 years ago; she carried no guns. I think seventeen men, all told, were on board at the time. I think she is American build. Her name is the Cheshire. She has been called the Cheshire, I think, since March or April last; her name before that was the Monterey.

104 11. To the eleventh interrogatory deponent says: We were bound to Nassau with orders or at liberty to speak the blockading squadron, and to go to Savannah if the ports of the Federal government were opened; if not, to proceed to Nassau. The voyage began at Liverpool, and was to have ended at port or ports of Great Britain. She carried coffee, salt, plate, tin, and a variety of other goods, woolen blankets, all exactly detailed by the bills of lading which were found on board, and all were on board when taken. The cargo was put on board in September and October, 1861; she has never, to my knowledge, carried goods contraband, or prohibited by law. I do not know what is contraband or prohibited by law.

12. To the 12th interrogatory deponent says: She had no passport or sea-brief, except a clearance at the custom-house, that I know of. The clearance was taken at Liverpool. She left Liverpool and went into Belfast in stress of weather, and nowhere else until taken. The voyage began at Liverpool and was to have ended at some port of discharge in Great Britain as I understand. Her previous voyage was from Liverpool to Savannah, and from thence back to Liverpool. She carried salt from Liverpool, and cotton back to Liverpool from Savannah. She sailed from Liverpool on that voyage

105 some time in the last winter, and from Savannah in May last. She cleared for the last voyage somewhere about the 5th or 6th of October, and sailed the 10th of October last, and we left Belfast on the 19th October.

13. To the 13th interrogatory deponent says: The lading on the last voyage, on which she was taken, was salt, coffee, blankets, crates of crockery, one box of shoes, tin plates, all of which were on board when she was taken. It was put on board in September last, or perhaps a little in October. I cannot specify the quantity without looking at the bills of lading or manifest.

14. To the 14th interrogatory deponent says: The vessel was owned by Joseph Battersby, of Manchester. I do not know who owned the cargo; it was shipped by Charles Hill, of Liverpool. I know Mr. Battersby to be the owner by the register; and I have heard him say he was the owner. They are Englishmen by birth, and reside there with their families, in England; they have always resided in England.

15. To the 15th interrogatory deponent says: I think the bill of sale was given by Bingham & Baldwin in Savannah, or by their agents, to Joseph Battersby. I think it was some time last winter on the passage from Liverpool to Savannah. They bought her to arrive. I think that is the

106 way the ship was bought. Her register is dated 30th August last, in Liverpool. She went to Liverpool in May last from Savannah, with a certificate from the British consul, Mr. Molyneaux, at Savannah. I never saw the bill of sale; I do not know of any agreements no further than a legal sale. This is all I do know.

16. To the 16th interrogatory deponent says: The lading found on board was put on board in Liverpool in September or October last; the lader or shipper was Charles Hill. She was consigned to order in charge of the captain. The owner of the ship is Mr. Joseph Battersby, and Mr. Hill shipped the cargo; I do not know who owned it. They are Englishmen, and reside in England. I know nothing more about the ownership of the vessel or

cargo; and nothing about the quantity or qualities beyond what I have already stated.

17. To the 17th interrogatory deponent says: I don't know how many bills of lading there are. They are none of them false or in any respect different from what they appear to be, to my knowledge.

18. To the 18th interrogatory deponent says: I know of no such papers as are enquired about in this interrogatory.

19. To the 19th interrogatory deponent says: The latitude of cap-
107 ture was about 32° north; the longitude I cannot state, about 79° or 80° west, on the 6th day of December, 1861, about 10 o'clock a. m., near Port Royal or Tybee Light, off Savannah, Georgia. There was no charter-party.

20. To the 20th interrogatory deponent says: I know of no papers enquired about except the ordinary ship's papers, the same as found on board when taken. None were burned or in any way destroyed, or in any way concealed.

21. To the 21st interrogatory deponent says: I did not know that the port was blockaded; I knew it had been; I knew that before I left Liverpool the master and owners knew it had been blockaded. We all supposed the blockade might be taken off. The owners gave orders, in my presence, not to enter if the port was under blockade.

22. To the 22d interrogatory deponent says: All I can say is, we were taken off Savannah, but we made no attempt to enter. We lay off there two days without speaking any vessel. We tried to speak 3 or 4, but could not. We had no warning not to enter; and no notice in writing was endorsed on the ship's papers.

23. To the 23d interrogatory deponent says: The register or ship's papers were not examined by any officer of the United States except the boarding officer, who captured us.

108 24. To the 24th interrogatory deponent says: I believe she did not intend to run the blockade, and made no attempt to do so.

25. To the 25th interrogatory deponent says: She was never seized as prize to my knowledge.

26. To the 26th interrogatory deponent says: I have sustained no loss by the seizure.

27. To the 27th interrogatory deponent says: I was told the ship and cargo were insured in part for the voyage to speak the blockading squadron, and if blockaded, from thence to Nassau. I cannot tell by whom or where insured.

28. To the 28th interrogatory deponent says: I suppose the shippers would have owned the cargo whenever it arrived, and that he was to take the chance of the market wherever it was; but was not to be sold without further orders from the owners.

29. To the 29th interrogatory deponent says: The coffee, I should say, was the produce of Rio; the rest, I suppose, was the produce of Great Britain.

30. To the 30th interrogatory deponent says: The cargo was put on board as customary in Liverpool—the salt by lighters, the rest off the quay in September or October last.

31. To the 31st interrogatory deponent says: I know of no other papers of any kind relative to the vessel or cargo, except those found on
109 board.

32. To the 32d interrogatory deponent says: No papers were ever delivered out of the vessel or carried away, except those taken by the capturing vessel.

33. To the 33d interrogatory deponent says: Bulk of cargo was not broken during the voyage.

34. To the 34th interrogatory deponent says: There were no passengers except myself, wife, and two children, and servant girl. We are American citizens. We came from Liverpool. We were bound Savannah, New York, or Nassau. We wanted to come to New York. There was no other person on board except the ship's crew; none secreted or confined.

35. To the 35th interrogatory deponent says: All the papers of all kinds relating to the cargo were found on board when taken, and are all entirely true and fair. I know nothing in reply to this question, except above stated. I have signed no papers of any kind nor written any.

36. To the 36th interrogatory deponent says: We were lying to when taken. We had been waiting for a vessel to speak her. Course was always directed towards Savannah, except when we were looking out for a blockading vessel, on th 4th, 5th, or 6th of the month.

110 37. To the 37th interrogatory deponent says: I know of no sale of the vessel except the one already stated, from Messrs. Bingham & Baldwin to Joseph Battersby. This sale was truly made to the best of my belief, and I think for cash. I do not know the amount, and I think that if restored she will belong to Mr. Battersby.

38. To the 38th interrogatory deponent says: There were no mounted guns on board, and no articles or goods of the kind enquired about in this interrogatory.

39. To the 39th interrogatory deponent says: I have already stated all I know or believe relative to the true property or destination of the vessel and cargo.

40. To the 40th interrogatory deponent says: She never sailed, to my knowledge, under convoy of any ship-of-war.

41. To the 41st interrogatory deponent says: She never attempted to sail to or from any port under blockade, to my knowledge.

42. To the 42d interrogatory deponent says: She never carried any commission as privateer or letter of marque, to my knowledge.

43. To the 43d interrogatory deponent says: She never sailed or acted with any armed vessel, to my knowledge.

THOMAS STONE.

Subscribed and sworn to this 20th day of Dec'r, 1861, before me.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

111 UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Henry H. Elliott, one of the prize commissioners appointed by the district court of the United States for the southern district of New York in and for the said district, do hereby certify that the foregoing deposition of Thomas Stone, a witness produced on behalf of the captors, was taken by and under my direction at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me or under my direction reduced to writing; and the same having been by me carefully read to him was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed
[L. S.] my official seal, at the city of New York, this 20th day of Dec'r, in the year of our Lord one thousand eight hundred and sixty-one.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

112 EXHIBIT A., K. G. W., U. S. Com'r.

District court of the United States for the southern district of New York.

Deposition of George Thornton, a witness produced, sworn, and examined in preparatorio on the 29th day of Jan'y, in the year eighteen hundred and sixty-two, at the office of the U. S. prize commissioner, 39 Chambers street, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the "Cheshire."

1. To the 1st interrogatory deponent says: I was born in London, now live in Liverpool when at home; I have lived there seven years; I am a subject of Great Britain, and owe allegiance to that government. I am not married.

2. To the 2d interrogatory he says: I was present at the time of capture.

3. To the 3d interrogatory he says: The capture was made on the 6th of Dec'r, 1861, off Tybee Island. We were then taken to Charleston Harbor, where we remained one day. We had no commission to make prizes. We were seized for attempting to run the blockade.

4. To the 4th interrogatory he says: We sailed under English colors. She had American signals also on board.

5. To the 5th interrogatory he says: There was no resistance made at the time of capture. There was one gun fired by the Augusta. The capture
113 was made by the U. S. steamer Augusta. There were no other ships in sight at the time of capture. The captured vessel was a merchantman. The capturing vessel was a ship-of-war.

6. To the 6th interrogatory he says: I do not know whether she had any commission to make prizes. The capture was made by the U. S. steamer Augusta. I know she has not been condemned. I mean the Cheshire has not been condemned.

7. To the 7th interrogatory he says: The name of the captured vessel was the Cheshire. On the articles the master's name was Craig, but she was commanded by Capt. Thomas Stone. He was appointed to the command by Mr. Battersby in Savannah. From there he went to New York; from thence to Liverpool to take command of said vessel, with the intention of running the blockade. I have known the vessel since the 24 Sept., 1861. I have known Capt. Stone since the same date. He took possession of her in Liverpool some time in the month of Sept., 1861, and she was delivered to him by Capt. Norton. The Master Craig's family live in Dublin, and lived there since the ship left Liverpool. The Capt. Thomas Stone's family live in Williamsburg, N. Y., and have lived there since the vessel was brought into N. Y. I do not where he was born; he is a citizen of the United States. Master Craig was born in Scotland, and a subject of Great Britain.

8. To the 8th interrogatory he says: The tonnage of the Cheshire is 672 tons burthen. The number of the ship's company was 18, including two
114 men working their passage. They were all on board at the time of the capture. They were all of different nations. They all came on board at Liverpool at the same time, in the month of Sept., 1861. They were hired by Capt. Stone on the 30th of Sept., 1861, at Liverpool.

9. To the 9th interrogatory he says: I was cabin-boy on board the captured vessel. There was no one on board who had any interest excepting Capt. Stone. The capt. has told me since I have been in N. Y. that he

owned the vessel, and had an interest in the cargo. I heard Capt. Stone say the cargo cost about $30,000. The capt. said had he been able to get in the blockaded port he would have realized two hundred and fifty thousand dollars.

10. To the 10th interrogatory he says: I have known the vessel from the 25th Sept., 1861. I first saw her in Liverpool, at the Bramlamore Dock. She carried no guns. She is an American build. Her name was the Monterey, of Savannah. She was called by the above name until the 25th Sept., 1861, when her name was changed to the Cheshire, by which she is now called. She ran the blockade of Savannah under the name of the Monterey, of Savannah, under Capt. Norton. This I overheard Capt. Stone tell Master Craig while at Dublin.

11. To the 11th interrogatory he says: The vessel captured was bound for Savannah, but her clearance papers was made out for Nassau, N. P. The voyage began at Liverpool, and was to have ended at Liverpool. Her cargo consisted of coffee, salt, army blankets, pickles, and crockery
115 in crates; also some tin. I heard Capt. Stone tell Mr. Cummings, one of the mates, three days before the capture, that he did not whether the crates on board contained arms or not; if they did, it was unknown to him. The cargo was put on board during the months of August and Sept. 1861. I do not know whether she had on board any goods contraband of war.

12. To the 12th interrogatory he says: I do not know of any passport. Her last voyage previous to capture was from Savannah to Liverpool, where her crew was discharged, and the voyage ended. The present voyage began at Liverpool, and was to have ended in Liverpool. She has carried cotton from Savannah to Liverpool, which was landed in Liverpool on her last voyage previous to capture. She sailed from Savannah to Liverpool in the previous voyage, having on that voyage run the blockade.

13. To the 13th interrogatory he says: She had in a general cargo, which I have already stated *which* was on board at the time of capture. It was put on board in Aug. and Sept., 1861. I do not know the quantities or qualities of each sort.

14. To the 14th interrogatory he says: The owners of the vessel and cargo are Capt. Stone and Mr. Battersby, and were so at the time of capture. I know by Capt. Stone telling me. I have already stated where Capt. Stone lives. Mr. Battersby lives in Savannah. I do not know how long he has lived there. Capt. Stone used to reside in Savannah. I do not know how long he has resided there. They are both citizens *citizens* of
116 the U. S.

15. To the 15th interrogatory he says: She has always belonged to Capt. Stone and Mr. Battersby as far as I know.

16. To the 16th interrogatory he says: The lading that was put on board at the time of capture, and put on board in Liverpool during the months of Aug. and Sept., 1861, Capt. Stone and Mr. Battersby were the owners thereof. They are citizens of the U. S. Capt. Stone resided in Savannah. The goods were to be delivered to Mr. Battersby in Savannah for the account of Battersby and Capt. Stone. I do not know the qualities or quantities of the goods on board. I think if they are restored they will still belong to the same parties.

17. To the 17th interrogatory he says: I do not know anything about the bills of lading.

18. To the 18th interrogatory he says: I do not know anything of the papers, except I saw Capt. Parrot, of the U. S. steamer Augusta, take a package of papers from the vessel, which I suppose to be the ship's papers. This is the first and last time I saw them.

19. To the 19th interrogatory he says: I do not the degree of latitude and longitude in which the capture was made. The capture was made on the 6th day of Dec., 1861, near the Savannah Bar, in the U. S. I do not know of any charter-party.

20. To the 20th interrogatory he says: I do not know of any papers on her last voyage.

21. To the 21st interrogatory he says: All the parties on board at the time of capture knew of the blockade, and that they were at war with the U. S.—that is the southern States. I know Capt. Stone knew of the
117 blockade before we left Liverpool, because the Liverpool papers gave notice that the whole Southern coast was blockaded.

22. To the 22d interrogatory he says: I suppose the port of Savannah was under an order of blockade by the U. S. She had no warning by any U. S. vessels to keep off, as that port was blockaded, nor was any notice given thereof.

23. To the 23d interrogatory he says: There was no register examined by any U. S. officer previous to her capture.

24. To the 24th interrogatory he says: I knew from information, which was given by Capt. Stone to Master Craig, that the captured vessel has run the blockade once, which was from Savannah to Liverpool. I also know that she attempted to run the blockade the night before she was captured, as the lights were all extinguished. Having failed to find water deep enough the capt. put her about and stood out to sea until 10 a. m. of the 6th Dec'r, when she again stood in for the port of Savannah, and had got within 7 miles of Tybee Island when she was captured. The captain said had he been able to have got under the guns of Fort Pulaski he would have been safe. The capt. was intoxicated on the morning of the capture.

25. To the 25th interrogatory he says: She had never been seized previous to the capture.

26. To the 26th interrogatory he says: I have lost about $59
118 by the seizing of the vessel, for which I have received no satisfaction.

27. To the 27th interrogatory he says: I do not know of any insurance.

28. To the 28th interrogatory he says: Had we arrived at our destined port the cargo would have become the property of Battersby & Stone.

29. To the 29th interrogatory he says: I do not know anything about the produce or manufacture of the cargo.

30. To the 30th interrogatory he says: All the cargo but the salt, drugs, and pickles, were put on board from NE. side of Bramlemore dock. The remainder was put on board from lighters.

31. To the 31st interrogatory he says: I know of nothing enquired about in this interrogatory.

32. To the 32d interrogatory he says: I know of no papers, except those taken away by Capt. Parrott, of the U. S. steamer Augusta.

33. To the 33d interrogatory he says: Bulk was broken during the voyage. It was to have been done again on the day we were captured, so as to get the vessel even keel. The tin was to have been moved forward for that purpose.

34. To the 34th interrogatory he says: There was on board Mrs. Capt. Stone, Thomas and James Stone, and Margaret Stone, passengers. They were Irish people; they had no commission; they were taken on board at Liverpool, in the month of Sept., 1861; they were going to Savannah, their home; they had nothing to do with the vessel or cargo; there were no
119 soldiers or mariners secreted; there was a citizen of the U. S. on board, that is Capt. Stone.

35. To the 35th interrogatory he says: I know of no papers, except those taken by Capt. Parrot, U. S. steamer Augusta.

36. To the 36th interrogatory he says: When we were first pursued and taken we were steering for Savannah, on the appearance of the capturing vessel we put about; when she fired a gun we backed our main yards and laid too until we were boarded by the Augusta. Her course at all times was directed for Savannah when the whether would permit, and not for Nassau, N. P., as her papers indicated. She was at all times sailing beyond and wide of the port indicated by the ship's papers. I do not know how far she was from Nassau, N. P.; her course was not altered for any other port but Savannah.

37. To the 37th interrogatory he says: I do not know of the vessel being transferred. I believe she will, if restored, belong to her former owners, that is Battersby & Stone.

38. To the 38th interrogatory he says: There were no guns mounted on board the captured vessel; there was two muskets, also ten pounds of powder, and no other to my knowledge. There was some army blankets on board; there was nothing thrown overboard.

39. To the 39th interrogatory he says: The destination, to the best of my belief, was Savannah, as the bales on board are marked "Battersby," and he is at Savannah.

120 40. To the 40th interrogatory he says: I know nothing concerning this interrogatory or enquired about therein.

41. To the 41st interrogatory he says: She did run the blockade of Savannah, out, in the year 1861, on her last voyage, under the name of the Monterey, of Savannah, with a cargo of cotton; the port was blockaded by order of the U. S.

42. To the 42d interrogatory he says: She did not carry any commission or letters of marque, authorizing her to make prizes.

43. To the 43d interrogatory he says: I know nothing in reply to this interrogatory.

GEORGE THORNTON.

Subscribed and sworn to before me this 29th day of January, 1862.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Henry H. Elliott, one of the prize commissioners appointed by the district court of the United States for the southern district of New York in and for the said district, do hereby certify that the foregoing deposition of George Thornton, cabin-boy, a witness produced on behalf of the captors, was taken by and under my direction, at the time and place men-

121 tioned in the caption thereof; that the same contains the answers of the said witness to the "standing interrogatories;" that before such examination was commenced the oath directed by the 17 prize rule was by me duly administered to the witness, and he was thereupon afterwards examined separate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me or under my direction reduced to writing, and the same, having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at the city of New York, this 29th day of Jan'y, in the year

[L. S.] of our Lord one thousand eight hundred and sixty-two.

HENRY H. ELLIOTT, *U. S. Prize Com'r.*

122 District court of the United States for the southern district of New York.

Deposition of Alonzo Cummings, a witness produced, sworn, and examined in preparatorio, on the twentieth day of December, in the year eighteen hundred and sixty-one, at the office of E. H. Owen, prize commissioner, No. 72 Wall street, New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq'r, U. S. att'y, in behalf of the captors of a certain ship or vessel called the Cheshire and her cargo.

1. To the 1st interrogatory he says: I was born in the State of New York; I am a married man, and reside when at home with my family in Portland, Maine; I have lived in Portland about fourteen years past.

2. To the 2d interrogatory he says: I was present at the capture of the Cheshire and her cargo.

3. To the 3d interrogatory he says: Such capture was made on the sixth day of December instant, about 10 o'clock a. m., off Savannah Bar; I should judge about nine miles to the eastward of Tybee light. The vessel was at first taken off Charleston Bar—that is, she was towed there—by the U. S. steamship Augusta, and from thence she was brought into this port. She had no commission or authority to make prizes. The reason she was captured was that she had no business there, to speak the blockade or otherwise; she had no business to be there.

123 4. To the 4th interrogatory he says: The Cheshire sailed under English colors; she had no other whole colors on board; she had been an American ship, and had pieces of her old colors aboard; they were never used.

5. To the 5th interrogatory he says: No resistance was made at the time of capture; I understood that one gun was fired from the Augusta, the vessel which made the capture; the fleet was in sight at the time; I mean the American fleet; I can't tell how many there were, nor their names. The Cheshire was a merchantman, and the Augusta was a United States ship-of-war, carrying, I believe, nine guns.

6. To the sixth interrogatory he says: I don't know by what authority the Augusta acted; the Cheshire has never been condemned as a prize.

7. To the 7th interrogatory he says: The name of the vessel taken was the Cheshire, and her master's name was Craig; I don't know his first name; I suppose he was appointed to such command by the owners of the vessel, at Liverpool, England. I have known the vessel for about two years and half past, and I have known Capt. Craig for about two months past—a little over. I can't say when he took charge of the vessel; it was in Liverpool, and at the commencement of the voyage. The captain lives near Belfast, in Ireland; he is a married man, and his wife lives there; I don't know how long he has lived there; I don't know where he was born, nor of what
124 country he is a citizen or subject.

8. To the 8th interrogatory he says: The Cheshire is of about 672 tons burthen, English measurement. The vessel's company, all of whom were on board at the time of our capture, consisted of fifteen men, officers and crew, all told; besides these, there were seven persons on board as passengers, one of whom said after the capture that he was supercargo; altogether there were twenty-two (22) persons on board; I don't know what countrymen they all were; the steward is a German; the captain is an Irishman; the mate calls himself an Englishman; I am an American; I think the supercargo is a naturalized American citizen; he is of English birth; the rest of the crew, I suppose, shipped as Englishmen, but I can't say positively;

the crew all came on board at Liverpool, within a day or two of each other; we were all shipped from the Sailors' Home, which is controlled by the customs.

9. To the 9th interrogatory he says: I belonged to the Cheshire in the capacity of boatswain. I had no interest in the ship or cargo of any kind, except my wages; I think none of the officers had any interest in the ship or cargo; the crew had no interest whatever, except their wages.

10. To the 10th interrogatory he says: As I have before stated, I have known the Cheshire for about thirty (30) months. I first saw her in
125 Portland, Maine, about two years and a half ago; she carried no guns; she was an American built vessel; her name at the time of capture was the Cheshire, which name she has borne since May, 1861; before that time she was called the Monterey; I don't think she ever had any other than these names.

11. To the 11th interrogatory he says: The vessel on the voyage during which she was captured was bound, as I was told by the owners, for Nassau, N. P. I heard the owners say they were going to clear her for Halifax or Nassau; she was to go to Savannah and speak the blockading squadron. The voyage began at Liverpool and was to have ended there; it was to be a round voyage. The cargo was general; she had on board at the time of her last setting out, and at the time she was seized, 4,000 bags of salt, over 700 bags of coffee, several crates of crockery, some bales of goods, (I don't know what they were, but I suppose they were blankets,) 1,000 boxes of sheet tin, some barrels containing jars of pickles, a box of shoes or boots, and three or four small boxes; there were two boxes of medicines, and this is all I remember. We commenced to put this cargo on board along the first and middle of September, 1861, and continued loading until about four or five days before we sailed, which was the 10th October. I don't know of any contraband goods she had on board, unless sheet tin is contraband.

12. To the 12th interrogatory he says: I don't know whether or not the Cheshire had on board any passport or sea-brief; we had sailed to no
126 ports or places on the voyage before we were taken; we had sailed direct from Liverpool to the blockading squadron off Savannah, where we were taken; the last voyage began at Liverpool and was to have ended there, or at some other port in Europe. The vessel has been engaged in the cotton trade from Savannah to Liverpool, with an assorted or general cargo back, until this last voyage, or until the port of Savannah was closed. The last port from which she sailed before her capture, was Liverpool; she sailed from there on the 10th of October, 1861. The vessel last sailed from Savannah about the 4th or 5th of June, 1861, before the port was actually closed by the United States, with a cargo of cotton.

13. To the 13th interrogatory he says: The cargo which was on board when we left Liverpool, and which was on board when we were taken, was, as I have before stated, a general cargo. It was put on board in September, 1861. I have before stated, as nearly as I can remember, the different species of lading and the quantities of each.

14. To the 14th interrogatory he says: The owner of the ship at the time of her capture was a man named Battersby, or some such name, I can't tell exactly what. I have seen that he was the owner from the ship's register. I can't say where he was born. He is called an Englishman, and resides at Lancashire, in England. I am unable to answer this interrogatory further.

127 15. To the 15th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

16. To the 16th interrogatory he says: The lading found on the vessel at the time of her capture was, as I have before stated, put on board at Liver-

pool, in the month of September, 1861. The shipper of the goods was named Charles Hill. I don't know what countryman he is. The goods were to be delivered at Nassau, N. P., as I suppose, for they were taken in for that place. I know nothing further of the matters enquired of in this interrogatory.

17. To the 17th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

18. To the 18th interrogatory he says: I know nothing of any papers or documents of any kind showing my interest or the interest of any other person in the captured vessel or cargo, except that one day on the voyage I saw the ship's register, which stated that Mr. Battersby owned the vessel. I had no interest except my wages in either the vessel or cargo.

19. To the 19th interrogatory he says: We were taken about latitude 32°; I don't know the longitude. The capture was made on the 6th of December, 1861, in the forenoon, about 9 miles to the eastward of Tybee light, off Savannah Bar. This place is a part of Georgia. I know nothing in regard to any charter-party for the voyage on which we were captured.

20. To the 20th interrogatory he says: I know nothing whatever concerning any of the papers relating to the vessel or cargo excepting
128 the ship's register and the shipping articles. I don't think any papers on board were torn, burnt, thrown overboard, destroyed, cancelled, or attempted to be concealed.

21. To the 21st interrogatory he says: I knew, and the captain of the Cheshire knew, that Savannah was at war with the United States, and we supposed when we left England that Savannah was blockaded by the United States forces. We knew this from newspapers and rumors in England. I was told that the captain had a letter from the owners instructing him to run to and speak the blockading squadron off Savannah.

22. To the 22d interrogatory he says: Savannah was under an order of blockade by the United States government at the time we were captured. We did not try to run the blockade. We had received no notice or warning of the blockade by any notice or writing endorsed upon any of our ship's papers; all we knew of the blockade was from rumors and newspapers in England.

23. To the 23d interrogatory he says: Our ship's register had not been shown to or examined by any United States navy or revenue officer up to the time we were taken.

24. To the 24th interrogatory he says: I don't think the Cheshire ever attempted to enter Savannah or to sail therefore after that port was blockaded by the United States, except as hereinafter stated.

25. To the 25th interrogatory he says: The Cheshire has never be-
129 fore been seized or condemned as prize.

26. To the 26th interrogatory he says: I have sustained no loss from the capture of the Cheshire and her cargo, unless I lose my wages. I have received no satisfaction or promise of satisfaction in case I lose them.

27. To the 27th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

28. To the 28th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

29. To the 29th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

30. To the 30th interrogatory he says: The salt, and part of the crates, were put on board from lighters in Liverpool docks; the rest of the cargo was put directly on board from the quay, or shore. This was done in Liverpool, in September, 1861.

31. To the 31st interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

32. To the 32d interrogatory he says: When we were captured all the papers of our vessel were, as I suppose, taken on board the Augusta; but I don't know certainly; I did not see them taken.

33. To the 33d interrogatory he says: Bulk was not broken on our vessel before we were captured. After our seizure a prize crew from the Augusta, acting, as I suppose, under orders from her officers, searched all through our cargo and broke open our barrels and boxes and moved our bags of salt, for the purpose of finding contraband goods, if we had any on board.

130 34. To the 34th interrogatory he says: There were seven passengers on board our vessel, including the supercargo. None of them were concealed at the time we were taken, or at any time during the voyage. I don't know the names of any of them except the supercargo, whom we called Thomas Stone. His wife was on board as one of the passengers, and there were two children, named Thomas Stone and James Stone; their servant's name was Margaret Stone. There were two other passengers on board, whose names I don't know; they were Irishmen. Thomas Stone, the supercargo, was a naturalized American citizen. All these passengers were taken on board in Liverpool two or three days before we sailed. No person whatever was concealed on board at the time of capture. The passengers on board were all destined for Nassau, N. P. I think the person who was called supercargo, Thomas Stone, was a citizen of the State of New York. I am unable to answer this interrogatory further.

35. To the 35th interrogatory he says: I superintended the taking in of the cargo and, in consequence, signed all the receipts therefor; I gave them to the shippers. These are all the papers I have signed relating to the vessel or cargo. I know nothing further concerning the matters enquired of in this interrogatory.

36. To the 36th interrogatory he says: When we were taken we were lying too, waiting to speak to the blockading squadron. Our course at all times, when the weather would permit, was directed to the block-

131 ading squadron off Savannah, which we were to speak. If Savannah was blockaded we were to sail direct to Nassau, N. P. The vessel when taken was about 9 miles off Tybee light. I don't know how far that is from Nassau. Our general course from Liverpool was direct to the blockading squadron, and this course was not altered at any time.

37. To the 37th interrogatory he says: The Cheshire was sold in May, 1861, by Brigham, Baldwin & Company, of Savannah, to Mr. Battersby, of Lancashire, in England. I believe the sale was truly and fairly made, because she is registered in the custom-house in Liverpool, and she could not be thus registered unless she was fairly bought. I know nothing further of the matters enquired of in this interrogatory.

38. To the 38th interrogatory he says: No guns were mounted on board the Cheshire, and no arms and ammunition belonged to her. There were no military stores of any kind or soldiers' uniforms or accoutrements on board to my knowledge, except the shoes in boxes were intended for soldiers' use. None of the goods on board were thrown overboard at the time of capture. All the cargo was put on board in Liverpool during the month of September, 1861. I know nothing further of the matters enquired of in this interrogatory.

39. To the 39th interrogatory he says: I believe that the vessel and cargo were really destined for Nassau, N P., had the port of Savannah been blockaded. I don't know who owned the cargo, but I really believe Mr. Battersby owned the vessel.

132 40. To the 40th interrogatory he says: On the voyage during which we were taken, and for the past two and a half years, the

Cheshire has not sailed under the convoy or protection of any ship or ships of war. I don't know what she may have done before I knew her.

41. To the 41st interrogatory he says: The Cheshire never attempted to sail to or depart from any port blockaded by any belligerent power, except that, on the 4th or 5th of June, 1861, she sailed, under English colors, with the British consul's certificate, from Savannah, within the time allowed by law.

42. To the 42d interrogatory he says: The Cheshire never since I have known her has sailed under any commission or authority from any person or state authorizing her to cruise against and make prizes of any property or persons or citizens of the United States.

43. To the 43d interrogatory he says: The Cheshire has never since I have known her sailed in company or concert with any armed vessel or vessels in cruising against and making prizes of any property or persons of citizens of the United States.

ALONZO CUMMINGS.

133 UNITED STATES OF AMERICA.
Southern district of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States for the southern district of New York in and for the said district, do hereby certify that the foregoing deposition of Alonzo Cummings, a witness produced on behalf of the captors, was taken by and under my direction at the time and place mentioned in the caption thereof; that the same contains the answer of the said witness to the "standing interrogatories;" that before such examination was commenced the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined seperate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me, or under my direction, reduced to writing, and the same, having been by me carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at the city of New York, this 20th day of Dec'r, in the year of our Lord one thousand eight hundred and sixty-one.

[L. S.] E. H. OWEN, *U. S. Prize Com'r.*

134 Deposition of James Craig, a witness produced, sworn, and examined inpreparatorio on the 24th day of January, in the year eighteen hundred and sixty-two, at the office of E. H. Owen, U. S. prize commissioner, at No. 77 Wall street, in the city of New York, on the standing interrogatories established by the district court of the United States for the southern district of New York, the said witness having been produced for the purpose of such examination by E. Delafield Smith, esq., U. S. district attorney, in behalf of the captors of a certain ship or vessel called the Cheshire and her cargo.

1. To the 1st interrogatory he says: I was born at Carrick Fergus, which is seven miles from Belfast, Ireland. I am married, and my wife and family reside at that place; that is my home and I have always lived there. I owe allegiance to the British government.

2. To the 2d interrogatory he says: I was present at the capture of the vessel concerning which I am now examined.

3. To the 3d interrogatory he says: The capture was made about noon of the 6th of December, 1861, from eight to nine miles off Tybee light. The prize was then taken to the blockading squadron at Charleston, where it re-

mained nearly a day; it was then sent into New York, but myself and crew were detained by the blockading squadron. Our vessel had no letters or commission authorizing her to make prizes. The seizure was made because our captors thought we had arms on board.

135 4. To the 4th interrogatory he says: The captured vessel sailed under English colors; she had no other colors on board.

5. To the 5th interrogatory he says: No resistance was made at the time of capture. One gun was fired by our captors to bring us to; the capture was made by the U. S. steam man-of-war Augusta; she carried eight large guns and one small one. Several ships belonging to the blockading squadron and a part of the "stone fleet" were in sight at the time of capture. The captured vessel was a merchantman, and owned by a Mr. Joseph Battersby, who resided at Manchester, England.

6. To the 6th interrogatory he says: I don't know whether or not the captain of the Augusta, the capturing vessel, had any authority to act in our seizure. The captured vessel has not been condemned.

7. To the 7th interrogatory he says: The name of the vessel captured was the Cheshire; the name of her captor was James Craig. I am the captain; I was appointed to the command of the Cheshire in Liverpool by Mr. Battersby. I have known the vessel since August, 1861, and I think I took possession of her about September of the same year. Mr. Battersby delivered the possession of the vessel to me. I have already answered that my fixed place of abode is at Carrick Fergus, Ireland, with my wife and

136 family, and I have lived there all my life. I am a subject of Great Britain.

8. To the 8th interrogatory he says: The Cheshire is of about six hundred and seventy-two tons burthen, English measurement. At the time of capture there were eighteen men on board, officers, supercargo, and crew, all told; they were all British subjects except two, one of whom was a Portuguese and the other a Greek. They all came on board at the same port, within two or three days of each other. The shipping master at a shipping office in Liverpool shipped them all at that place during the latter part of September or the first of October, 1861.

9. To the 9th interrogatory he says: I was the captain of the vessel seized at the time of capture; I had no interest in either vessel or cargo, and, as far as I know, none of the crew or company of the vessel had any such interest.

10. To the 10th interrogatory he says: I have already stated that I have known the vessel since August, 1861, which was the time I first saw her. I first saw her in Liverpool; she carried no guns. I have already stated that there were eighteen men, all told, on board at the time of capture. I don't know in what country she was built; she has been called the Cheshire ever since I have known her. I think she was formerly called the Monterey; I don't know when her name was changed.

137 11. To the 11th interrogatory he says: On the voyage during which we were captured the Cheshire was bound from Liverpool to Halifax, Nova Scotia, or Nassau, N. P. I had orders from the owners to speak the blockading squadron at Savannah, or any port of the southern coast. The voyage began at Liverpool and was to have ended at any port in Europe, the time of the voyage not to exceed twelve months. The cargo on board when we left Liverpool, and which was on board when we were captured, was a general cargo, consisting of a large number of bags of coffee, some salt, of which I should think there was some three hundred or four hundred tons; some bales of goods, the contents of which I know nothing about; some crates of earthen ware, some boxes of tin, a box of medicines, one case of boots or shoes. This all I now remember of the cargo.

It was all put on board at Liverpool during the month of September last. I don't know whether or not she had on board any goods contraband or prohibited by law.

12. To the 12th interrogatory he says: We had no passport or sea-brief on board; we had only the usual English ship's papers, and a letter from the owner ordering me to speak the blockading squadron. I don't know what voyages the vessel made before I joined her, or what cargoes
138 she has carried. Liverpool was the last clearing port the vessel sailed from before she was captured.

13. To the 13th interrogatory he says: I have already stated that the cargo on board the Cheshire when she left Liverpool was the same that was on board when she was captured, and that it was a general cargo. I have already stated as fully as I am able the different species of lading and the quantities of each sort.

14. To the 14th interrogatory he says: To the best of my knowledge, Joseph Battersby was the owner of the vessel at the time of her capture, and Joseph and William Battersby were the owners of the cargo. I think they were the owners, because they exercised acts of ownership, and from the ship's register. I don't know where they were born, but I think they both live at Manchester, with their wives and families; I know Joseph Battersby lives there. They are English subjects.

15. To the 15th interrogatory he says: I know nothing of the matters enquired of in this interrogatory.

16. To the 16th interrogatory he says: I have already stated that the lading in the Cheshire when she was captured was put on board in Liverpool during the month of September, 1861. I have already stated that the cargo was owned by Joseph and William Battersby; that they lived
139 at Manchester, England, and that they are British subjects. I was to speak the blockading squadron, and if the ports were blockaded I was to go to Nassau, N. P., or Halifax, Nova Scotia; but on no account was I to enter any blockaded port. I have already stated as far as I am able the several qualities, quantities, and particulars of the cargo. I think that if this cargo shall be restored and unladen at the destined port it will belong to Joseph and William Battersby, and to no other persons.

17. To the 17th interrogatory he says: I don't remember how many bills of lading were signed for the goods seized on board the vessel, but they were all true and fair.

18. To the 18th interrogatory he says: There were no letters or documents of any kind on board the Cheshire showing my interest in either vessel or cargo; I had no such interest. The bills of lading and the ship's register were the only papers on board going to show the interest of any person, and they showed only that Joseph Battersby owned the vessel, and Joseph and William Battersby owned the cargo. I last saw the papers in the possession of the captain of the Augusta; I don't know where they are kept.

19. To the 19th interrogatory he says: I don't remember the de-
140 grees of latitude and longitude where the vessel was captured, but it was about noon of the 6th of December, 1861, about eight or nine miles off Tybee light, which is at the entrance of the Savannah River, Georgia. I don't know anything about any charter-party for the voyage.

20. To the 20th interrogatory he says: The ship's register, the bills of lading, my sailing orders, the shipping articles, and other ordinary ship's papers were the only writings on board the vessel when she took her departure from her last clearing port, Liverpool; none of them were burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed.

21. To the 21st interrogatory he says: At the time of our capture I did not know whether or not the war between the United States and the southern States was yet continuing, nor did I know whether or not the blockade of the southern coast was still enforced.

22. To the 22d interrogatory he says: The southern ports were under an order of blockade by the U. S. government at the time I went to speak the blockading squadron. I made no attempt to enter any of these ports. I knew at the time I left England that the southern coast had been blockaded by the U. S. government, but no notice in writing of such existing blockade had been endorsed upon any of my ship's papers before I
141 went down to speak the blockading squadron.

23. To the 23d interrogatory he says: The register of our vessel was never shown to or examined by any naval or revenue officer of the United States before our capture, nor was the register of any of our ship's papers endorsed by any U. S. officer.

24. To the 24th interrogatory he says: I do not believe that our vessel ever after the blockade of Savannah, and with notice thereof, attempted covertly or secretly to enter or sail therefrom without success; my sailing orders expressly forbade my so doing.

25. To the 25th interrogatory he says: The Cheshire has never before to my knowledge been seized or condemned as prize.

26. To the 26th interrogatory he says: I have sustained no loss by the capture of the Cheshire, unless I lose my private effects on board; besides this, I have lost my time from Dec'r 6th, to Jan'y 23d, having been confined on the blockading squadron with my crew during that period. I don't know yet at what amount to compute my loss. I have received no satisfaction or promise of any for any part of the damage I may sustain, or have sustained by the capture and detention.

27. To the 27th interrogatory he says: I think both the vessel and
142 cargo are partly insured for this voyage, but I don't know for what amount, by what persons, or in what country.

28. To the 28th interrogatory he says: I know nothing of the matters enquired of in this interrogatory, except as I have before stated

29. To the 29th interrogatory he says: The lading was put on board at Liverpool. I don't know anything about its growth, produce, or manufacture.

30. To the 30th interrogatory he says: The cargo was put on board in September, 1861, at Liverpool partly from the quay, partly from lighters.

31. To the 31st interrogatory he says: All the documents and writings relating to the Cheshire and her cargo that I know anything about are on board the Augusta or were when I last saw them.

32. To the 32d interrogatory he says: No papers were delivered out of or carried away from our vessel except those that were taken by the captain of the Augusta. These were taken at the time of our capture, by the first lieutenant of the Augusta, and were by him delivered to the captain of that vessel. I don't know where they now are.

33. To the 33d interrogatory he says: Before our capture we removed part of our cargo from the lower hold to between decks for the pur-
143 pose of easing the ship, on account of her laboring. After our capture, nine men from the Augusta, acting, I suppose under orders from her officers, searched through our cargo, damaging goods and breaking open casks in their search, for the purpose I suppose of discovering arms, or contraband goods. They carried away and destroyed at the same time a case of gin which was in the cargo.

34. To the 34th interrogatory he says: The supercargo and his family, consisting of his wife, two children, and a servant, were passengers on

board our vessel. There were also two men who worked their passage, and whom I have already included in a former interrogatory among the crew. The name of the supercargo was Thomas Stone. His wife's name I think was Ann Stone. The names of his children were James Stone and Thomas Stone. The servant's name was, I think, Ellen Stone. The name of one of the men who worked his passage was Stephen Luby, and the first name of the other was Edward, I don't know his last name. None of them were secreted at the time of capture. They were all British subjects. They had no commissions. They were taken on board at Liverpool, in the latter part of September, 1861. They were destined to any port where we might land our cargo, I don't know for what business. None of the passengers, except the supercargo, had any property, authority, directly or indirectly,
144 regarding the vessel or cargo. No person whatever was secreted on board. The boatswain, I believe, was an American citizen, for it is so stated in the articles he signed. I omitted to mention this in answer to a former interrogatory. I believe he hailed from New York. His name is Cummings, I don't know his first name.

35. To the 35 interrogatory he says: I know of nothing to affect the credit of any of the ship's papers. I believe they are all true and fair. No person on board that I know of had any passport, license, or letters or safe conduct. I have written or signed no letters or papers relating to the vessel or cargo. I know nothing further of the matters enquired of in this interrogatory.

36. To the 36 interrogatory he says: At the time we were taken we were lying to about nine miles off Tybee, with our head to the southward. We had been standing off and on for twenty-eight hours previous to speak the blockading squadron, but had not succeeded, although we attempted to speak a sloop-of-war belonging to the blockading squadron, which passed
145 about a mile from us. When we first discovered the Augusta we were lying with our head to the southward, and we immediately wore ship towards the westward in order to speak her. Our course at all times, when the weather would allow, was directed towards Savannah to speak the blockading squadron off that port. We were never sailing wide of that port. We were eight or nine miles, I should think, from Tybee light. Our course was never altered towards any other port.

37. To the 37th interrogatory he says: I do verily believe that if the vessel should be returned she would belong to the person now asserted to be her owner, and no other. I know nothing further of the matters enquired of in this interrogatory.

38. To the 38th interrogatory he says: No guns were mounted on board the Cheshire, and no arms or ammunition belonged to her. There were on board no guns, arms, weapons, or warlike armament of any name or description. None of the articles herein mentioned were on board the Cheshire, except the boots and shoes, and I don't think those were intended for the use of soldiers. I don't think any of the before-mentioned articles were intended for the sole use of any fort or garrison whatever. I never
146 heard of any law forbidding their exportation.

39. To the 39th interrogatory he says: I have already stated that the vessel was owned by Joseph Battersby, of Manchester, England, and that the cargo was owned by Joseph and William Battersby. The ship and cargo were bound to speak the blockade at Savannah; and if that port was blockaded I was to go to Nasaau or Halifax, or any other port that was not blockaded and the wind would favor me.

40. To the 40th interrogatory he says: The Cheshire did not on this voyage nor on any former voyage, to my knowledge, sail under the convoy of any ship-of-war or any armed vessel.

To the 41st interrogatory he says: The Cheshire during the voyage in which she was captured sailed to, but did not attempt to enter the port of Savannah, which was then blockaded by the United *United* States: I was never warned not to proceed to or attempt to enter into or to escape from such blockaded port.

42. To the 42 interrogatory he says: The Cheshire did not sail on her last voyage, nor, as far as I know, on any former voyage, with any com
147 mission or authority to make prizes, or to cruise against the property or persons of any citizen of the United States.

43. To the 43d interrogatory he says: The Cheshire never sailed in company with any armed vessel engaged in cruising against or seizing as prize any vessel, person or property, of any citizen of the United States.

JAMES CRAIG.

148 UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Edward H. Owen, one of the prize commissioners appointed by the district court of the United States, for the southern district of New York, in and for said district, do hereby certify that the foregoing deposition of James Craig, a witness produced on behalf of the captors, was taken by and under my direction at the time and place mentioned in the caption thereof; that the same contains the answers of the said witness to the standing interrogatories; that before such examination was commenced, the oath directed by the 17th prize rule was by me duly administered to the witness, and he was thereupon afterwards examined seperate and apart from the other witnesses; that such examination was begun, continued, and finished on the same day, and was by me or under my direction reduced to writing, and the same having been by my carefully read to him, was by him subscribed in my presence at the close of such examination.

In testimony whereof, I have hereunto set my hand and affixed
[L. S.] my official seal at the city of New York, this 24th day of July, in the year of our Lord one thousand eight hundred and sixty-two.

E. H. OWEN, *U. S. Prize Comm'r.*

149 *Mem'd.—Appraisal of blankets, &c., for C. Curtis, esq., being a part of the cargo of ship Cheshire.*

18 bales	white blankets, weight 2 lb. 5 oz, supposed 100 p'rs each bale, 1,800 p'rs, at 85		$1,530 00
36 "	do. " w't 3 lb. 1 oz., 3,600 p'rs, at 1 35		4,860 00
6 "	grey " " 2 lb. 13, 600 p'rs, 90c.		540 00
1 "	bunting, 12 p'rs 24 in. wide per pr. c 7 50		90 00
2 "	gray worsted ½ hose, supposed 96 dozen—say doz. 192 at 2 25		432 00
2 "	blue under shirts, supposed 48 dozen—dozen 96, at 6 00		576 00
65 bales	cash valuation, duties paid		$8,028 00
1 "	counterpanes colored cotton small size, say 100, at 50		50 00
			$8,078 00

New York, Jan'y 15, 1862.

HENRY F. SPAULDING.

150 Appraisement of seventy-five crates of earthenware examined by John C. Jackson, at the request of Messrs. Curtis & Seaman, in the Union Stores, Brooklyn, being apart of the cargo of the ship "Cheshire," New York Jan'y 17th, 1862:

[W. B.] C. S.	1.	C. C. jugs, mugs, bowls, painted tea ware, &c., ass't	37 50
	2.	Same as 1	37 50
	3.	Same as 1	37 50
	4.	Same as 1	37 50
	5.	Same as 1	37 50
	6.	Same as 1	37 50
	7.	Same as 1	37 50
	8.	Same as 1	37 50
	9.	Same as 1	37 50
	10.	Same as 1	37 50
	11.	Same as 1	37 50
	12.	Same as 1	37 50
	13.	Same as 1	37 50
	14.	Same as 1	37 50
	15.	Same as 1	37 50
	23.	Blue edge twiflers	30 00
	24.	Same as 23	30 00
	25.	Same as 23	30 00
	26.	Same as 23	30 00
	27.	Same as 23	30 00
	28.	Same as 23	30 00
	29.	Same as 23	30 00
	34.	Blue edge muffins tins	40 00
151	35.	Same as 34	40 00
	36.	Same as 34	40 00
	37.	Same as 34	40 00
	38.	Painted teas	37 50
	40.	Blue edge muffins, 6 in	40 00
	41.	Blue edge muffins, 6 in	40 00
	43.	" dishes	45 00
	45.	" bakers	37 50
	47.	" nappers	45 00
	54.	Sponged teas	37 50
	55.	Same as 54	37 50
	56.	Painted teas	37 50
	57.	Same as 56	37 50
	58.	Same as 56	37 50
	59.	Same as 56	37 50
	63.	Dipt jugs	36 00
	64.	Same as 63	36 00
	65.	Same as 63	36 00
	66.	C. C. jugs	35 00
	67.	Same as 66	35 00
	68.	Dept bowls	35 00
	69.	Same as 68	35 00
	70.	Same as 68	35 00
	71.	Same as 68	35 00
	72.	C. C. chambers	36 00
	73.	Same as 72	36 00
	74.	Same as 72	36 00
	76.	Same as 72	36 00

	77. Same as 72	36 00
	78. Same as 72	36 00
152	79. C. C. chambers	36 00
	80. Same as 79	36 00
	81. Same as 79	36 00
	82. Same as 79	36 00
	83. Same as 79	36 00
	84. Same as 79	36 00
	85. Same as 79	36 00
	86. Same as 79	36 00
	87. Same as 79	36 00
	88. C. C. cov'd chambers	40 00
	89. Same as 88	40 00
	90. Same as 88	40 00
	91. Same as 88	40 00
	92. C. C. ewers and basins	37 50
	93. Same as 92	37 50
	94. Same as 92	37 50
	95. Same as 92	37 50
	96. Tea hand and unhand W. G	60 00
	97. Dinner ware, "	75 00
	98. Teas ware, "	60 00
	99. Toilet ware, "	55 00
	100. Teas hand and unh'd, "	60 00
	Cash value	$2,880 50

JOHN C. JACKSON.

New York, Jan'y 17, 1862.

153 NEW YORK, *Jan'y 15th*, 1862.

Cyrus Curtis, esq.:

I have opened and examined 2 cases stationary, marked W. B. No. 1, do. No. 2, not worth over four dollars each, $8; the wrapping paper worth $3, $11.

No. 306. 80 packs pins with a small pack needles, real value p'r pack 45 cts. The needles shown me was a very small parcel, if that was the entire lot, probably worth $3 to $4, $40.

Five bales twine, marked [+] No. 1, 2, 3, 4, 5. I estimate at $50 p'r bale, supposing the weight to be about 500 lb., or in other words it is worth about 12½ per pound, $250.

Respectfully yours,

GEO. C. MORGAN.

154 Appraisement of merchandise examined by G. N. Stebbins at the request of Messrs. Curtiss & Seaman, in the Union Stores, Brooklyn, being a part of the cargo of the ship "Cheshire," New York, 17th Jan'y, 1862.

4,000 sacks L'pool ground salt, valued at 80c. p'r sack	$3,200 00
[WB] No. 1 to 38. 38 casks mixed pickles, catsups, Worcestershire sauce, &c., average value $16	608 00
[L] C. S. No. 101–102. 2 cases "Brooks's" patent glace thread, say 500 doz. ea., $187 50	375 00
IC 333, IX 167. 500 boxes coke tin plates, $7	3,500 00

IC 333, IX 167. 500 boxes charcoal, do. $9		4,500 00
[WB] C. S. No. 60. 1 case "Taylor's" cotton lint, say 112 p's of 1 lb. ea		50 00
[SC] No. 1. 1 barrel "Cox's" gelatine		48 00
[WB & Co.] C. S. No. 700. 1 case cont'g long cloths, 8 p's damask table cloths, 10-12 and 10-16, (1 p's heavy sheetings and crash, supposed to be a sample case, not in the manifest)		85 00
		12,366 00
[WB] C. S. No. 504. 1 case boots and shoes		50 00
		12,416 00
155 M. 695 bags Rio coffee, average 160 lbs. p'r bag, 111,200 lbs., at 17½		19,460 00
		$31,876 00

There is short delivered as called for by manifest—
M. 26 bags Rio coffee.
[WB] C. S. No. 61. 1 case drugs.
do. No. 307. 1 bale hosiery.

156 United States district court, southern district of New York.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In prize.

We, the undersigned, having been duly appointed and sworn as appraisers to appraise the value of the ship "Cheshire," her tackle, &c., and cargo, and to report to this court our opinion in relation thereto as to whether they are perishable or perishing, and as to whether a sale of the same is necessary to the preservation of the said vessel and cargo or any part thereof, do report that we have examined the said ship "Cheshire" and cargo, and a large portion of the latter is perishable; and do find that it is advisable to recommend the sale of both ship and cargo.

That the ship is worth the sum of eight thousand five hundred dollars	8,500 00
And her cargo forty-three thousand one hundred and thirty-five 50-100 dollars	43,135 50
Dollars	$51,635 50

Dated New York, January 28th, 1862.

All which is respectfully submitted.

CYRUS CURTISS.
E. B. SEAMAN.

157 Endorsed: In prize, vol. 17, page 51. United States district court southern district of New York. The United States *vs.* the ship "Cheshire," her tackle, &c., and cargo. Appraisers' report.
Filed March 6, 1862.

158 District court of the United States for the southern district of New York

In the matter of the ship Cheshire and her cargo taken as a prize.—Supplementary papers.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Nathan B. Heath, being duly sworn, deposes and says that he is acting master in the United States navy, attached to the U. S. steamer Augusta; that he appeared before the prize commissioners on the 19th day of December last, and deliv'd to him the papers of the prize ship Cheshire, brought to this port as prize; that subsequent thereto, deponent found on board the said prize ship Cheshire, in the writing desk of Mr. Stone, a passenger or supercargo, who was on board said Cheshire when captured, the papers hereto annexed, this day delivered to the prize commissioner, and marked in red ink from No. 1 to 116, inclusive. When the said Cheshire was first captured, said Mr. Stone called himself supercargo of said ship, and
159 afterwards claimed to be a passenger; but said papers found in the desk of Mr. Stone appear to relate entirely to the vessel and cargo of said Cheshire; that deponent has delivered to the prize commissioner each and *and* every document, paper, and writing received by him relating to the aforesaid captured property, in the same state and condition in which he received them, without any fraud, subduction, or embezzlement, and without any additions or alterations whatever, and he does not know, nor does he believe, that any of the documents, papers, and writings so received are missing or wanting.

The deponent further says that if at any time hereafter, and before the final condemnation or acquittal of the said captured property, any further or other papers relating thereto shall be found or discovered to his knowledge, they shall be delivered up or information thereof given to the prize commissioners of this district or to this court.

NATHAN B. HEATH, *Acting Master.*

Subscribed and sworn to before me this 2d day of Jan'y, 1861.

H. H. ELLIOTT, *U. S. Prize Com'r.*

160 1 H. H. E.

LANCASTER AND YORKSHIRE RAILWAY WEIGHING MACHINE, *Sept.* 28, 1861.

Ship Cheshire; potatoes; No. 520, cart No. ; carter. Gross 45 1; tare 23 3; nett 21 2. Osborne, 26 bus. 68 lbs.

2 H. H. E.

Capt. Norton, Cheshire, received 1 p'ce muscaletts, 1 p'c'l currants, 1 cheese, 2 bots. gherkins, 2 do. chowchow, 2 do. catsup, 2 jars strawberry jam, 2 do. G. gage, 1 p'c'l nutmegs, 1 market basket, from L. Gardiner, 2 New Square.

July 9, '61.

3 H. H. E.

LIVERPOOL, 13*th July*, 1861.

The owners of the ship Cheshire to Anthony Rush, Dr.

For mending 2,450 bales cotton, discharged from said ship £2 10 0

161 A. Cummings, settled.

A. RUSH.

[Stamp.] 18-7-6

4 H. H. E.

LIVERPOOL, *July* 2, 1861.

To the owners of the ship Cheshire, Dr.

To boat and 4 men for landing captain and taking orders off to the said vessel	£0 10 0
Dr. for warping and assisting the said vessel out of the river into dock	1 5 0
	1 15 0

R. NORTON.

Received for Thomas Russell July 3, 1861, cash 3*s.* 7-6.
ROBERT McFARLANE.

Endorsed: L. F. Eggers & Co., Bank Chambers, Cook st. Thomas Kneall.

5 H. H. E.

Due Frank Smith the sum of fifteen dollars on account of last voyage up to the 20th May, tr. paid in Liverpool.
$15. R. NORTON.
$15 00 at 4½, £3 2 6.
Rec. FRANCIS SMITH.
[Stamp.] 23-7-61.

162 6 H. H. E.

LIVERPOOL, *July* 13, '61.

To the owners of the ship Cheshire to John Dillon.
For cleaning and blacking the bends £1 5 0
A. Cummings, settled.
WALBRIDGE, *Mate.*

July 13, '61. One pound five.

7 H. H. E.

LIVERPOOL, *July* 1, 1861.

To the owners of the ship Cheshire, Dr.

To 4 riggers for warping and assisting ship into Saulsbury dock, 5*s.* each	1 0 0
Ditto 2. To 6 riggers for transporting from Saulsbury into Bramlymoore, 5*s.*	0 14 0
3*s.* 6 each	3 4 0

Settled pr. J. Beasly, Waterloo rood.
Paid R. Norton, July 10, 1861, 3 4 0.
[Stamp.] JOHN McGRATH.

Endorsed: L. F. Eggers & Co., Cook st.

8 H. H. E.

LIVERPOOL, *July* 2, '61.

Owners of ship Cheshire, Dr.

To two men and boat warping her from Saulsbury d'k through into Bramlymoore and moorings	10	6
Dr. 3d. To man and boat warping her into a discharging berth..	7	0
	17	6

JOHN McGRATH.

163 R. Norton, settled, July 10, '61.

Endorsed: A. F. Eggers & Co., Cook st.

9 H. H. E.

Due to Alonzo Cummings from R. Norton the sum of one hundred dollars, to be paid in L'pool.

20 May, 61. R. NORTON.

$100 at 4½	£20	16	8
Deduct	3	0	0
[Stamp.] 23-7-61	17	16	8

Rec'd 23 July, '60.

A. CUMMINGS.

Endorsed: To A. F. Eggers & Co., consignees of ship Cheshire, pay R. Norton. Please pay the within except three pounds.

10 H. H. E.

LIVERPOOL, 26 *July*, 1861.

Received on account of the watching of the ship Cheshire, the sum of 2 0 0, being part of the amount of £5 4 0, due up to Saturday, 27th July, 1861.

[Stamp.] PATRICK McDONNELL.

Rec'd to acc. bill £5. 27-7-61. Five pounds in full.

A. CUMMINGS.

164 11 H. H. E.

Stamp A B No. 43, Port of Liverpool.

Receipt for payment of fees for engagement and discharging seamen, fines, &c.

Name of ship, Cheshire; tonnage, 599; voyage, Liverpool.

Received the sum of one hundred shi'gs for payment as at foot.

Dated this 6 day of July, 1861.

Fees for discharge £1 15.

E. BEVERLY, *Shipping Master.*

12 H. H. E.

This is to certify that in the month of September, 1860, the American ship Monterey, now British ship Cheshire, underwent the following repairs

under the superintendence of the undersigned. New timbers from stern to nearly abrest of foremast, all wooden hanging knees in tween decks taken down and uplaid in with iron hanging knees, new rider on kelson, iron cruches in tween decks aft, and two iron brest hooks forward, two pair of wooden and one pair of iron pointers aft in hold to strengthen and to compensate for 3 or 4 more or less defective timbers on each side, new windlass, new bower chain of heavier dimensions than the old one, entire gang
165 of new rigging, caulking over all and the bottom sheathed with new metal over her. One strate of plank has been removed out-side on each rider under her futtochs, and all was found perfectly sound; she is a good vessel that will wear well.

Liverpool, 29 August, 1861.

C. R. KLEIN, *Surveyor to the verritas.*

13 H. H. E.

41 Waterloo Road, *Liverpool, Aug.* 10, 1861.

Captain and owners of ship Cheshire:

July 23, beef 10½ lb., 6*s.* 7		7	7
26, beef 10½ lb., 6*s* 7; wges 5*s*		7	7
Gosling, 1*s.*; hamp. of onions 5*s*		6	0
Pitch, 2*s.* 9		2	9
27, 1 ham 12½ lbs., 10*s.* 5; pepper 1*s.* 6		11	11
28, beef 5 lb., 3*s.* 2½; wh. 1*s.* 6		3	8½
29, beef 4 lb., 2*s.* 6; peas 6*s*		3	6
30, beef 4 lb., 2*s.* 6; cucumber 1*s*		3	6
Tea, W, 3; G W, 1*s*		1	3
A. Cummings, Aug't 2, '61.	£2	7	9½

[Stamp.] Per R. KAGE, WM. FITCH.

Endorsed: Butcher, £2 7 9½.

166 14 H. H. E.

L'pool, *July* 9, '61.

To owners of ship Cheshire, Dr.

To 5 men and boat transporting ship in Bramlymoore dock, at 3*s.* 6 each	1	1	0
12. To transporting said ship, at 3*s.* 6 each man and boat	1	1	0
13*s.* To 3 men for 1 day's work, at 6*s.* each man per day	0	18	0
15*s.* To unbending sails and slopping up the gear by agreement	2	0	0
16*s.* To 3 men 1 day's work, at 6*s.* each man	0	18	0
Alonzo Cummings, mate, settled.	£5	18	0

[Stamp.] 18-7-61. DAVID ROBERTSON.

15 H. H. E.

Liverpool, 1861, *September.*

To Wilson & Roe:

Frying pan 2*s.*; 4 tin measures 4*s.* 6		6	6
1 wash bowl 2*s.* 6; tin sauce-pan with copper bottom, 8*s*		10	
	£	17	

16 H. H. E.

LIVERPOOL, *July*, 1861.

Capt. Norton and owners of the ship Cheshir, bo't of S. Gardner & Son:

July 9, 1861, ¼ box muscatelle, 7*s.*; 4 lb. currants, 2*s*.....	9
1 cheese, 10, 8*s.*; 4 bottles pickles, 4*s*.....	12 4
2 bot's catsup, 1*s.* 4, 2*s.* 8; 4 jars jam nutmegs.....	7 "
	£1 18

167 R. Norton, Messrs Eggers & Co., Cook st.
Endorsed: Capt. Norton, Cheshire.

17 H. H. E.

Primage.....		221	3 11
Wages.....		10	9 0
		231	12 11
Less cash.....	18 0 0		
	13 0 0		
	10 0 0		
	5 0 0	40	0 0
		£185	12 11
Less Alonzo Cummings due bill.....		17	16 8
		167	16 3
Less Frank Smith's due bill.....		3	2 6
		164	13 9
Mr. Frantes.....		5	6 3
		£170	0 0

18 H. H. E.

LIVERPOOL, *July 18th*, 1861.

Owners of ship Cheshire, Capt. Norton, to Luke Rice, stevedore, Dr.

To discharging 2,448 bales cotton, at 15*s.* per 100.....	18 7 4
To do. 160 bbls. turpentine, at 3*d.* per bbl.....	1 6 6
To packing cotton and mooring ship.....	3 0 0
R. Norton, settled.	£22 13 10

LUKE RICE,
COOK.

[Stamp.] 28-7-61.

168 19 H. H. E.

LIVERPOOL, *June*, 1861.

Owners of ship Cheshire, to the Liverpool Steam Tug Co., limited:
July 1st, 1861, to the Prowler towing said vessel from sea to Saulsbury pier..... £10
R. Norton, ten pounds, settled July, 17, '61.
L'pool, Steam Tug Co., limited per—
[Stamp.] J. DAVIS.
Endorsed: Cheshire, B. Moore, d'k.

20 H. H. E.

Stamp. E.—Certificate of discharge for seamen not discharged before a shipping master.

Name of ship, William; port of registry, Ramsey; burthen, 93.

Description of voyage or employment, coasting; name of seamen, William Kelley; place of birth, Isle of Man; date of birth, Dec. 24, 1844; capacity, ordinary; date of entry, 3 Nov., 1860; date of discharge, 30 Dec'r, 1861; place of discharge, Runcan.

I certify that the above particulars are correct, and that the above-named seaman was discharged accordingly.

Dated this 6 day of Feb'y, 1861.

(Signed) JOHN KUEEN, *Master.*

169 21 H. H. E.

Stamp. E.—Certificate of discharge for seamen not discharged before a shipping master.

Character, C 11; conduct, G; ability, G.

Name and official number of ship, Victoria, 949; port of registry, London; tonnage, 124.

Description of voyage or employment, foreign; name of seaman, Jacques Jose; place of birth, Lisbon; date of birth, 1839; capacity, A. B.; date of entry, 12 July, 1861; date of discharge, 11–9 '61; place of discharge, Rotterdam.

I certify that the above particulars are correct, and that the above-named seaman was discharged accordingly.

Dated the 13th day of September, 1861.

(Signed) A. C. HAUSS, *Master.*

Countersigned: Jacques Jose, seamen. Given to the above-named seaman in my presence this 13 day of Sept., 1861.

R. F. VINING,
H. B. M. Counsel.

22 H. H. E.

1861, Liverpool Corporation Water Works.

Received, the 2 day of October, 1861, from Mr. Craig, the sum of two shillings and six pence, for water to be supplied to the Cheshire, at the B'moore dock.

2*s.* 6. T. BURGAN, *Collector.*

170 23 H. H. E.

1861, Liverpool Corporation Water Works.

Received, the 26 day of September, 1861, from M. Craig, the sum of four shillings, for water supplied to the Cheshire at the B'moore dock.

4*s.* T. BURGAN, *Collector.*

24 H. H. E.

1861, Liverpool Corporation Water Works.

Received, the 23 day of September, 1861, from Mr. Craig, the sum of ten shillings and sixpence, for water to be supplied to the Cheshire at the B'moore dock.

10*s.* 6. JAMES BRYON, *Collector.*

25 H. H. E.

1861, LIVERPOOL CORPORATION WATER WORKS.

Received, the 16 day of September, 1861, from Mr. Craig, the sum of one shilling and six pence, for water to be supplied to the Cheshire at the B'moore dock.

1*s.* 6. J. BRYON, *Collector.*

26 H. H. E.

LIVERPOOL, *August* 7.

Owner of the Cheshire to Richard Harris.

To ship-keeping from the 1st Aug't to the 7th August, one week, at £1 ..... £1 0 0

Rec'd payment, A. Cummings.

RICHARD HARRIS.

171 27 H. H. E.

5 SEPT., 1861, 21 WATERLOO ROAD.

Mr. Cummings to D. Hill, Dr.

To 3 days' board and lod'g £0 10 0

By cash 10*s.*

D. HILL.

28 H. H. E.

L'POOL, *Aug't* 26, '61.

To owners of ship Cheshire, Dr.

To 6 men and boat for transporting and berthing ship in Bramley-more dock, 5*s.* 6 each £1 4 6

Settled. D. ROBERTSON.

29 H. H. E.

No. 1629. Beureau Veritas Lloyd Universal Register de Reusequements sur navier decu deck C, Capitan Hayden la somme de deux lioies et dex null fone court de Visite e Duplecate certificate du navier Cheshire sous favillion Anglais deteuneaux Capataina, conforement a l'article me reglement pour le 29 Aoux 1861.

Pour l'administration—

[Stamp.] B. KLEIN, *L'Expert.*

Duplicate.

Certificate	£0 15
Vacation	0 15
Visa	0 15
Fras	0 5
	£2 10

172 30 H. H. E.

LIVERPOOL, *August* 28, 1861.

To the owners of ship Cheshire:

To Joseph Scott for five nights' watching, 3*s.* per night	0 15 0
Debter to one rigger work 3*s.* 6, on Sunday, unmooring and letting a ship out, and heaving her in, and mooring, &c	0 3 6
	£0 18 6

JOSEPH SCOTT.

31 H. H. E.

L'POOL, *Sept.* 26, '61.

To owners ship Cheshire, Dr. to David Robertson:

For finding men and bending sails for the sum of two pounds five shillings, ditto to man and boat..... 2 5 0
Transporting ship in Bramleymoore dock..... 0 5 0

Settled. £2 10 0

[Stamp.] JAMES ROBERTSON.

32 H. H. E.

Sept. 7, 1861. To owners of ship Cheshire.

To T. Clindale for 10 nights, at 4*s.* per night..... £2 0 0
Received payment.

THOMAS CLINOTE.

173 33 H. H. E.

LIVERPOOL, 19 *Sept.*, '61.

Ship Cheshire to William Beggs, Dr.

To 10 tons 15 hhds. coal at 13*s.* 6 per ton..... £7 5 1½
Settled.

[Stamp.] WILLIAM BEGGS.

34 H. H. E.

LIVERPOOL, *Sept.* 14*th*, 1861.

Owners of the ship Cheshire to Richard Borland, Dr.

For coopering water casks and harness cask..... £0 12 0
Settled.

RICHARD BORLAND.

35 H. H. E.

LIVERPOOL, *Sept.* 28, '61.

To the owners of the ship Cheshire, Dr. to Thomas Clinch:

For watching 21 nights, at 4*s.* per night..... £4 4 0
Paid.

[Stamp.] THOMAS CLINCH.

36 H. H. E.

LIVERPOOL, *Oct.* 10, '61.

To the owners of the ship Cheshire, Dr. to Thomas Clinch:

For watching 11 nights, 4*s.* per night..... £2 4 0
Settled.

THOMAS CLINCH.

174 37 H. H. E.

No. 531. MERSEY DOCKS AND HARBOR BOARD.
Liverpool, Oct. 5, 1861.

Received from Mr. Chas. Hill, owner of the Cheshire, Liverpool, from Savannah, 672 tons, 1 week's dock rent, at 2*d.* per ton per week from 2 to 9 Oct., £5 12

[Stamp.]

MAYNARD.

38 H. H. E.

L'POOL, 30 *July.*

Ship Cheshire and owners to Thomas Smith, Dr.

Services as steward for nineteen days, at £7 0 0 per month..... £4 8 8
Rec'd payment. T. SMITH.
[Stamp.]

39 H. H. E.

LIVERPOOL, 31*st July*, 1861.

The captain or owners of the ship Cheshire, Dr.

To 4 nights' watching, at 4*s.* per night, four nights..... £0 16 0
A. Cummings settled.
PATRICK McDONALD.

40 H. H. E.

Rec'd, Liverpool, 10th Aug't, 1861, from Capt. T. F. Hayden on account wages and board bill from ship Cheshire five pounds, £5 0 0
A. CUMMINGS.

41 H. H. E.

L'POOL, *July* 17, '61.

To owners of ship Cheshire, Dr.

To 3 men for transporting ship from Bramleymoore dock, at 3*s.* 6 each.....	0	10	6
23d. To 1 man transporting said ship.....	0	3	6
28th. To 2 men for transporting said ship, at 3*s.* 6 each man.....	0	7	0
	£1	1	0

A. Cummings rec'd payment 12 Aug., 1861. Settled.
D. ROBERTSON.

42 H. H. E.

Ship Cheshire and owners, Dr.

To ship-keeping from 7th to 14th inst., at one pound per week..... £1 0 0
A. Cummings, rec'd payment, L'pool, Aug't 14, 1861.
RICHARD HARRIS.

43 H. H. E.

LIVERPOOL, *August*, 1861.

Owners of the ship Cheshire, Captain Hayden, to John Wilson Green, Dr.

Aug. 3, 1861. To 3 red pine staunchions 22 ft. 10x10, 15 ft., at 2*s.* 9	2	1	3
2 lb. spikes, at 4*d.*, 8*d.*; cartage, 1*s*.....		1	8
	2	2	11

176 Wages, shipwright 3½ days rep'g deck and hatchway, and fiting stantions..... 1 1

£3 3 11
Disc. 5 per cent. in materials..... 2 11

£3 1 0

Rec'd the above sum.
[Stamp.] JOHN WILSON GREEN.

44 H. H. E.

LIVERPOOL, *August* 22, 1861.

To the owners of the Cheshire:

Debt to Joseph Scott, watchman, from the 15th until the 22, one week, £1 0 0.

A. Cummings.

JOSEPH ⋈ SCOTT.

45 H. H. E.

L'POOL, 28 *Aug.*, 1861.

Ship Cheshire and owners to A. Cummings, Dr.

Wages from 12 July to 28 Aug., 1861, inclusive, at £9 0 0 per month..... £13 16 0
10 Aug., cash from Capt. Hayden..... 5 0 0

£8 16 0

Received above am't.
[Stamp.] ALONZO CUMMINGS.

46 H. H. E.

Mr. Cumminngs, ship Cheshire, Dr. to E. Hill.

4 weeks' board..... £4 0 0

Alonzo Cummings rec'd four pounds.

177

D. HILL,
For ELLEN HILL.

47 H. H. E.

LIVERPOOL, *August* 27, 1861.

Capt. and owners of ship Cheshire to E. F. Bartlett, Dr.

To painting and writing name on stern..... 0 5 6

E. F. BARTLETT,
Per M. JOHN McCANN.

48 H. H. E.

LIVERPOOL, *October* 9, 1861.

Ship Cheshire, captain, and owners, to S. Matterson, jr., Dr.

In port: 85 lbs. beef mutton, at 7; milk, 5*s.* 6; sausages 1*s.* 4..... £2 16 5
Eggs, 1*s.* 8..... 1 8

£2 18 1

Sea stores: 1½ hundred eggs, at 7*s.* 8 hundred.....	11	6
165 lbs. beef and mutton, at 7c.....	4 16	3
	£8 5	10

Settled October 9, 1861.
[Stamp.]

S. MATTERSON, Jr.,
Pr. R. G. RIGLIN.

49 H. H. E.

L'pool, *October* 3, '61.

To owners of ship Cheshire:

Dr. to	6 men and boat, for transporting ship in Bramleymoor dock, and mooring, at 3*s.* 6 each man and boat; 7th, to men		
178	and boat warping from thence into the river.....	£1	4 6
	Do. to men and boat one day, 15*s.* per day.....		15
		£2	14 6

Settled.

DAVID ROBERTSON.

50 H. H. E.

Liverpool, *October* 2*d*, 1861.

Owners of ship Cheshire to Thos. Fallon, Dr.

To putting on board 642 tons of outward cargo, at 1*s.* p'r ton...	£32	12	0
Filling and sewing 4,000 sacks of salt, at 5*s.* per 100.....	10	0	0
Sundry jobs, at 4*s.* per day.....	7	4	0
	49	16	0
Credit for 80 tons of ballast, at 6*d.* per ton.....	2	0	0
	£47	16	0

Settled 4 Oct., 1861.
[Stamp.]

THOS. FALLON.

51 H. H. E.

Liverpool, *October* 2*d*, 1861.

Ship Cheshire, capt., and owners, to S. Mattison, jun'r, Dr.

In port: 317 lbs. beef mutton, at 7*d.*; vegatables, assorted, 25*s.*.	£10	9	11
Potatoes, 10*s.* 9; eggs, 5*s.* 6; milk, 20*s.*; lard, 6*s*.....	2	2	3
Butter, 1*s.* 9; Herring, 6*d.*; pepper, 91*s.*; sausages, 3*s.* 4.....		6	4
	£12	18	6
179 Sea stores: 2 half barrels corned beef, 228 lbs., at 7*d.* per lb.....	6	13	0
2 half barrels, 9*s.*; four hundred eggs, at 7*s.* 8.....	1	19	8
Salt and tubs, 3*s.*; 1 quarter beef, 150 lbs., at 7*d*.....	4	10	6
	£26	1	8

Settled.
[Stamp.]

ELIZTI MATTISON.

52 H. H. E.

LIVERPOOL, 14 *September*, 1861.

Capt. and owners of Cheshire to Robert Pearce & Son, Dr.

4 single 6 in. blocks		7	
4 do. 7 do.		9	
4 do. 8 do.		11	
1 do. 9 do.		3	3
1 double 9 do.		6	6
1 thick 10 and Fittenger do. iron plates		5	9
1 single 13 do., with patent brass rollers and rig		11	
	£2	13	6
Smithwork:			
4 plate, pr. 10 in. blocks and nail p'ds		2	
1 block binding, altered and fixed, 1s., and new block pins, at 6.		1	6
1 new block binding, and pin for thick block		5	6
1 shackle pin and futlock for do.		1	6
	£3	4	0

[Stamp.] ROBERT BAILEY.
Sept. 14.

180 53 H. H. E.

Owners of ship Cheshire to Brice, Whyte & Son, Dr.

Sept. 21, 1861. To 5 water butts £5 0 0
Settled 21 Sept. 1861.
[Stamp.] B. WHYTE & SON.

54 H. H. E.

LIVERPOOL, 20 *July*, 1861.

Capt. Norton, owner ship Cheshire, bought of Leach & McMath:

5 lb. tea, at 4s., 20s.; 5 lb. coffee, at 1s. 6, 7s. 6; 15 lb. sugar, 5s., 6s. 3	£1	13	9
½ doz. of east powder, at 1s., 6s.; 10 lbs. butter, 1s. 2, 11s. 8		17	8
	£2	11	5

R. Norton, paid 22 July, 1861.
[Stamp.] For LEACH & McMATH,
ANDREW McMATH.

55 H. H. E.

LIVERPOOL, 24 *Sept.*, 1861.

Capt. and owner of ship Cheshire to Andrew and Robert Brown, Dr.

Aug. 30.	1 new No. 2 ship cooking-stove, with 2 tin steamers, 2 copper boilers, and copper kettle, £10 15s.	10	15	
Sept. 3.	Rep'g copper boiler, with new bottom and well		5	
6.	2 new plates for stove, 61 lbs., at 2s. 10		10	2
	4 6 tiles, at 6*d.*, 2s.; 1 9 do., 9*d*		2	9
		11	12	11

181 Cr. Old copper, 11 lbs., 6*d.*, 8*s.* 3; old cast iron, 5 cwt., 2*s.* 6, 12*s.* 6 ..... 1 9

£10 12 2

Settled 1 Oct., 1861.
[Stamp.]

For S. & R. BROWN,
S. D. BRINTON.

56 H. H. E.

PORT OF LIVERPOOL.

No. 30. Stamp A. B. Receipt for payment of fees for engagement and discharge of seamen, fines, &c.:
Name of ship, Cheshire; tonnage, 672; voyage, Halifax, N. S.
Received the sum of two pounds, for payment, as at foot.
Fees for engagement £2
Dated the 30th day of Sept., 1861.

B. P. WELLS, *Shipping Master.*

57 H. H. E.

LIVERPOOL, *Sept.* 25, 1861.

Owners of Cheshire to Alexander Cairns, Dr.

To touching and rep'g compasses, 1 new chrysite, and 1 new agate, and new steel centres 9 6
1 barometer rep'd tube 2 part mercuryed name; rep'g 2 new thumb-screws 9 0
1 transparent compass rep'd, and new drilled stout plate stan to do 3 6
182
Nett £1 2 0
Settled.

A. CAIRNS.

58 H. H. E.

LIVERPOOL, *Sept.*, 1861.

1861. Owners of the vessel Cheshire, Dr. to Smith, Witney & Wicks:
Sept. 11. To 1 solid eye-bolt for stay, 6 lb., 2*s.* 3; 1 washer, and revitting in shackles, 6*d* 2 9
1 tumbler for chain-stoppers, 2*s.* 9; 1 bolt revitting, at 6*d.*; 4 bolts, 1*s* 4 3
Taking off and fixing stopper, 5*s.*; cleaning eye-bolt, at 6*d* 5 6
1 washer, 2 piecing, and add'g 5 lb. new iron to hatch, for 2*s.* 5 ..... 2 5
1 eye-bolt for do., 1*s.*; 1 bolt and nut for bunker, 1*s.*; 1 washer 2 1

17 0

26. 8 for clipping hooks, and 3*s.* tackle, hooks, and thimbles, at 1*s* 11 0
1 dozen staples, 2*d.*; 6 double screwd joining shackle, 5*s.*; 1 hand cold-chisel, 1*s.* 6 ..... 8 6

£1 16 6

Settled, Sept. 27, 1861.

H. HERBERT,
For SMITH, WHITNEY & WICKS.

59 H. H. E.

LIVERPOOL, *Sept.* 26, 1861.

Ship Cheshire, bo't of J. C. Stackpole:

183	63 bushels potatoes, at 2*s.* 10 per bushel	£8	18	6
	5 doz. cabbage, at 3*s.* per doz		15	0
	3½ hampers turnips, at 7*s.* 6 per hamper	1	4	6
	4 dozen beets, at 2*s.* per dozen		8	0
	4 dozen bunch carrots, at 1*s.* per bunch		4	0
	1 dozen bunch celery		3	6
	1 dozen bunch rhubarb		2	6
	1 do. cauliflower		2	6
	1 cwt. B. S. onions		12	0
	1 dozen best fowls, at 2*s.* 6 per doz	1		
	½ bushel F. beans, at 8 per bushel		2	6
	35 lbs. fowl corn		3	0
		£13	16	0
	4 red cabbages, for pickling		1	4
	2 squash		2	0
		£13	19	4

Settled.
[Stamp.] J. C. STACKPOLE.

60 H. H. E.

[Stamp E. I.] Certificate of character.

Character for ability, in whatever capacity, V. G.; character for conduct, V. G.

I certify the above to a true copy of so much of the report of character made by the said master on the termination of the said voyage as concerns the said seaman.

Dated at Liverpool, this 3d day of Oct., 1861.

(Signed) Z. VUELTER, *Master of the Ship.*
184 R. W. MOORE, *Shipping Master.*

(For signatures of seamen see back.)

[Stamp E. I.] Certificate of discharge.

Name of ship, Duke of Newcastle; official No., 42724; port of registry, Quebec; registered tonnage, 962; description of voyage or employment, Quebec; name of seaman, Peter Swensen; place of birth, Elsinore; date of birth, 1837; capacity, A. B.; date of entry, 29, 8; date of discharge, 9, 2, '61; place of discharge, Liverpool.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 3d day of Oct., 1861.

(Signed) Z. VUELTER, *Master of Ship.*
R. W. MOORE, *Shipping Master.*

(For signature of seaman see back.)

Endorsed: Signature of seaman, Peter Swenson.

61 H. H. E.

[Stamp E. I.] Certificate of character.

Character for ability in whatever capacity, good; character for conduct, good

I certify the above to be a true copy of so much of the report of
185 character made by the said master on the termination of said voyage as concerns the said seaman.

Dated at Greenock, this 18th day of Sept., 1861.

(Signed) JOHN NIXON, *Master of the Ship.*
JAS. ALEXANDER, *Shipping Master.*

(For signature of seaman see back.)

[Stamp E. I.] Certificate of discharge.

Name of ship, Two; official No., 42718; port of registry, Quebec; registered tonnage, 462; description of voyage or employment, Quebec; name of seaman, Joseph Watt; place of birth, Glasgow; date of birth, 1839; capacity, seaman; date of entry, Aug't, 1861; date of discharge, 17 Sept., 1861; place of discharge, Greenock.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 18 day of Sept., 1861.

(Signed) JOHN NIXON, *Master.*
JAS. ALEXANDER, *Shipping Master.*

(For signature of seaman, see back.)

Endorsed: Signature of seaman, Joseph Watt.

62 H. H. E.

[Stamp. E. I] Certificate of character.

186 Character for ability in whatever capacity, G.; character for conduct, G.

I certify the above to be a true copy of so much of the registry of character made by the said master on the termination of the said voyage as concerns the said seaman.

Dated at L'pool, the 24 day of May, 1861.

(Signed) WM. RAISBECK, *Master of the Ship.*
W. T. CUNEY, *Shipping Master.*

[Stamp. E I.] Certificate of discharge.

Name of ship, Hope; official number, 33527; port of registry, L'pool; registered tonnage, 1,104; description of voyage or employment, foreign; name of seaman, Frank Cain; place of birth, Sweden; date of birth, 1836; capacity, A. B.; date of entry, 19 July, '60; date of discharge, 24 May, '61; place of discharge, L'pool.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 24 day of May, 1861.

(Signed) WM. RAISBECK, *Master of the Ship.*
W. T. CURNEY, *Shipping Master.*

(For signature of seaman, see back.)

Endorsed: Signature of seaman, ⋈.

63 H. H. E.

[Stamp E. I.] Certificate of character.

187 Character for ability in whatever capacity, very good; character for conduct, very good.

I certify the above to be a true copy of so much of the report of character made by the said master on the termination of the said voyage as concerns the said seaman.

Dated at Chatham, this 27th day of August, 1861.

(Signed) D. McGREGOR, *Master of the Ship.*
HENRY STRONG, *Shipping Master.*

[Stamp E. I.] Certificate of discharge.

Name of ship, Wm. Ridston; official number, 20163; port of registry, Glasgow; registered tonnage, 792; description of voyage or employment, East Indies; name of seaman, William Jones; place of birth, Liverpool; date of birth, ———; capacity, A. B.; date of entry, 16 August, 1860; date of discharge, 22 August, 1861; place of discharge, Chatham.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated the 27 day of August, 1861.

(Signed) D. McGREGOR, *Master of the Ship.*
HENRY E. STRONG, *Shipping Master.*

(For signature of seaman see back.)

Endorsed: Signature of seaman, ar.

64 H. H. E.

[Stamp E. I.] Certificate of character.

188 Character for ability in whatever capacity, G.; character for conduct, G.

I certify the above to be a true copy of so much of the report of character made by the said master on the termination of the voyage as concern the said seaman.

Dated at London, this 24 day of Nov., 1859.

(Signed) SAMUEL R. EDWARDS, *Master of the Ship.*
R. D., *Shipping Master.*

[Stamp E. I.] Certifiate of discharge.

Name of ship, Ermina; official number, ——; port of registry, Halifax; registered tonnage, 271; description of voyage or employment, West Indies; name of seaman, A. Mitchell; place of birth, Greece; date of birth, 1837; capacity, A. B.; date of entry, 29 May; date of discharge, 24 Nov.; place of discharge, London.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 24th day of Nov., 1859.

(Signed) SAM'L R. EDWARDS, *Master of the Ship.*
R. D. OWENS, *Shipping Master.*

(For signature of seaman see back.)

Endorsed: Signature of seaman.

189 65 H. H. E.

[Stamp E. I.] Certificate of character.

Character for ability in whatever capacity, V. G.; character for conduct, V. G.

I certify the above to be a true copy of so much of the register of char-

acter made by the said master on the termination of the said voyage as concerns the said seaman.

Dated at Liverpool, this 16 day of August, 1861.

(Signed) G. H. WILLIAMS, *Master of the Ship.*
W. T. C., *Shipping Master.*

[Stamp E. I.] Certificate of discharge.

Name of ship, Olivia; official number, 12786; port of registry, Liverpool; registered tonnage, 783; description of voyage or employment, foreign; name of seaman, George Mower; place of birth, Lincoln; date of birth, 1832; capacity, A. B.; date of entry, 25 Jan'y, 1861; date of discharge, 16 August, 1861; place of discharge, Liverpool.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 16 day of August, 1861.

(Signed) G. H. WILLIAMS, *Master of the Ship.*
W. T. CURREY, *Shipping Master.*

(For signature of seaman see back.)

Endorsed: Signature of seaman, George Mower.

190 66 H. H. E.

[Stamp E. I.] Certificate of character.

Character for ability in whatever capacity, V. good; character for conduct, V. good.

I certify the above to be a true copy of so much of the report of character made by the said master on the termination of the said voyage as concerns the said seaman.

Dated at London, this 27 day of June, 1861.

(Signed) T. T., *Master of the Ship.*
H. B., *Shipping Master.*

[Stamp E. I.] Certificate of discharge.

Name of ship, Coberfreigte, official number, ——; port of registry, Inverness; registered tonnage, 151; description of voyage or employment, Mediterranean; name of seaman, John Ward; place of birth, Liverpool; date of birth, 1839; capacity, cook and steward; date of entry, 10 Jan, '61; date of discharge, 27 Jan'y, '61; place of discharge, London.

I certify that the above particulars are correct, and that the above seaman was discharged accordingly.

Dated this 27 day of June, 1861.

(signed) JOS. JEFFREY, *Master of the Ship.*
HENRY BARRICH, *Shipping Master.*

(For signature of seaman see back.)

Endorsed: Signature of seaman.

191 67 H. H. E.

William Adams, jun'r, Tumstall, Staffordshire Potteries. Prices current of earthenware, 1853.

68 H. H. E.

LIVERPOOL, *Sept.* , 1857.

Capt. and owners of the ship Cheshire to Williston & Whitney, Dr.

	£	s.	d.
Sept. 15. To a new mainsail, 253 yards No. 3 ex. flax canvass and making, at 20½*d*.....	21	12	3

Sept. 15.	To 68 y'ds No. 4 ex. flax, sing'd, at 20*d*....	5	13	4			
	" 36 points, at 6*d*.; 4 copper thimbles, at 1*s*. 9.....	1	5	0			
	" 6 bull's eyes at 2*s*. 6; 4 toyles at 6*d*...		17				
	" 16 lb. sail leather for foot, at 2*s*. 6.....	2					
	" 2 iron shoes, 15*s*. 6; ex. labor on glith, 7*s*.	1	2	8			
					32	10	3
	" a new lower main-topsail, 129 y'ds No. 1, ex. do., do., at 21½*d*.....	11	11	1			
	" 41 y'ds No. 2 ex. do., lining, at 21*d*....	3	11	9			
	" 10 sail-leather for foot, at 2*s*. 6.; 2 iron clues, 15*s*. 6.....	2	0	6			
					17	3	4
	" a new upper main-topsail, 129 y'ds, No. 2 do., at 21*d*.....	11	5	9			
	" 24 y'ds No. 3 do., at 20½.....	2	1	0			
	" 28 points, at 6*d*.; 4 lbs. sail-leather, at 2*s*. 6.....	1	4	0			
	" 1 pair iron clues, 15*s*. 6.....		15	6			
					15	6	3
	" a new main-topgallant sail, 124 y'ds, No. 4 do., at 20.....	10	6	8			
192	" 20 y'ds No. 5 do. linings, 19½.....	1	12	7			
	" 7 lbs. sail-leather, at 2*s*. 6; 2 iron clues, 10*s*. 6.....	1	8	0			
					13	7	2
					78	7	
	5 per cent. disc't.....				3	18	3
					£74	8	9

E. E., T. T. W.

26.	A new lower stunsail 91 yds., No. 6 ex. canvass, and making, 19.....	7	1	4			
	A new topmast stunsail 128 yds., No. 6 ex. do., at 19*d*.....	10	2	8			
		17	6	9			
	5 per cent. disc't.....		17	3			
					16	9	6
					£90	18	3

E. E., T. T. W.
Received payment, 4 Oct., 1861.
WILLISTON & WHITNEY.

[Stamp.]
95 6 5
90 18 3
£186 4 8

69 H. H. E.

LIVERPOOL, *Sept.*, 1861.

Capt. and owners of the ship Cheshire, to Williston & Whitney, Dr.

		£.	*s.*	*d.*
Aug.	29. To 6 lb. scupper nails, at 10; 4 spikes, at 5.....		6	8

Sept.	24.	1 lb. copper tacks, 3*s.*; 20 lb. cut nails, at 3.....		8
		4 scrapers, at 1*s.* 6; 2 marline spikes, at 2*s*.....		10
		1 doz. birch brooms, 3*s* ; 1 doz. heath brooms, 2*s.* 6..		5 6
		7 hand-lead, at 5*d.*; 18 lb. hand-lead, at 5*d*.....		10 5
		54 lbs. deep sea lead-line, at 1*s.*; 2 doz. lines, at 7*s.* 6	3	9
		7 coils ast. sizes Manilla rope, 9, 2, 16, at 32*s.* 6....	15	13 5
		9 in. Manilla tow rope, 9, 3, 14, at 32*s.* 6.....	16	11
		Ratline spunyarn and seizing stuff, 2, 2, 16, at 3*s*...	4	17 9
		26 lb. cotton twine, at 1*s.* 6; 12 lb. flax twine, at 1*s.* 6	3	0 0
193		4 lbs. beeswax, at 2*s.* 6; 3 lb. flax reefing twine, 1*s.* 9		15 3
		41 yds. No. 6 cotton duck, at 14½; 70 yds. white duck, at 12.....	6	1
		83 yds. No. 10 flax, 31½; 1 cwt. of okum, 28*s*.....	5	11
		43 " " 5 flax, 11½*d.*; 6 lb. yellow paint, at 1*s.* 6	2	10 3
		2 cwt. whitelead, 34*s.*, keg, 6*s.*; 3 lbs. gr. umber, at 8*d*.....	3	16
		56 lb. black paint, at 4*d.*, keg, 6*s.*; 1 bbl. ga. tar, 38*s.*	3	0 8
		20 gal. paint oil, at 3*s.* 6, keg, 8*s.* 6; 15 galls. coal tar, keg, 6*s.* 6.....	4	12 6
		22 lb. pump leather, at 2*s.*; 26 lb. Manilla ropes, at 3*s.* 6	2	11 7
	28.	Cordage, 2, 1, oc., 37*s.* 2; Manilla rope, 4, 1, 1, 32*s.* 6	11	1 8
		40½ yds. No. 9 cotton duck, at 12½; 36 yds. white duck at 12*d*.....	3	18 2
		15 galls. paint oil, at 3*s.* 6; 21 lbs. verdigris, at 2*s*..	4	14 6
		2 sail hooks, at 6*d.*; 4 Palmer, at 1*s.*; 2 stove brushes, 1*s.* 6.....		8
		4 caulking irons, at 1*s.* 3; 4 doz. coil hooks, at 1*s.* 9..		12
		2 balls whipping twine, at 2*s.*; 1 grindstone, 5*s.* 6...		9 6
		3 cod lines, 2*s.* 6, 2*s.* 3, 2*s.*; 1 patent spring balance, 12*s.* 6.....		19 3
		1 axe hatchet, 4*s.* 6; 1 black lead brush, 2*s.* 3.....		6 9
		2 hand scrub brushes, at 1*s.* 9; 2 short tar brushes, 1*s.* 6.....		6 6
		2 paint brushes, 2*s.* 3; 2 do., 2*s.* 6; 3 do., at 1*s*.....		14 6
	30.	1 claw hammer, 4*s.* 6; 2 log books, 4*s.* 6 and 7*s.* 6...		16 6
		1 jack plane, 4*s.* 6; 1 smoothing plane, 4*s.* 3.....		8 9
		4 chisels, 3*s.* 6; 1 spike shave, 3*s*.....		6 6
			99	1 7
		Disc't.....	3	16 2
			£95	6 5

E. E., T. T. W.
Received payment, 4th Oct., 1861.
[Stamp.] WILLISTON & WHITNEY.

194 70 H. H. E.

LIVERPOOL, *September*, 1861.

Owners of the Cheshire to John Wilson Green, Dr.

Aug.	29.	To stanchion for hold, 11 ft., at 16*d*.....		14 8
Sept.	13.	½ bbl. rosin, 15*s.*; 28 lbs. oakum, at 3*d.* 7*s*.....	1	2
		1 gall. oil, 3*s.*; 1 sheet paper, 4*d*.....		3 4
	19.	" oak for gunwale, 2½ ft. 5x1¼, at 3*d.*, 7½.....		7½
		Pine for channel, 2 ft., 6½x3-10 pitch-pine.....		10
		2 ft. 4½ by 2½, 6*d.*; oak, do., 1*s*.....		1 6
			£2	2 11

To wages:

Aug.	31.	Halwood, ½ day, at 6s., fixing stanchions	3	
		Repairing of galley 1 day	5	6
Sept.	14.	Larkey half, Wainwright half, Felter half, Halwood half, half, 2 days, at 6s	12	
		Boy boiling pitch half day, at 3s	1	6
	21.	Larhey half, Wainwright half, 1; Williams half, Halwood half, 1; Baulsman 1; 1—3 days, at 6 s.	18	
		Boy boiling pitch half day, at 3s	1	6
			£4	4 5
	25.	To 4 bound sheaves for 8-in. blocks, with 1 and half mortices, at 2s., 8s.; 2 steel sheve pins, 6s	9	
			£4	13

Rec'd the above sum.
[Stamp.] JOHN WILSON GREEN.

71 H. H. E.

LIVERPOOL, *Sept.* 27, 1861.

195 Ship Cheshire, to Robert Palmer, refitting medicine chest, £4 19 1
Settled same time.
[Stamp.] ROBERT PALMER.

72 H. H. E.

LIVERPOOL, *July* 22, 1861.

Captain, owners of the ship Cheshire, bought of Richard Kaye:

July	2.	Beef, 24 and a half lbs., 15s. 4; W. 1s. 6		16	10
	3.	Beef, 22 lbs., 13s. 9; new pilot, 5s.; rubbish, 8		19	5
		Green peas, 10; mess, 1s		1	10
	4.	Beef, 13 and a half lbs., 8s. 5 and a half; lard, 17 lb. 12s. 9; sausage, 1s. 3	1	2	8
		Strawberry, 1s. 6; grs., 1s.; milk, 5; yrs. 1s		3	11
	5.	Beef, 15 lb., 9s. 4 and a half; colyflower, 1s. 6		10	10½
		Gooseberry, 1s.; milk, 5; rgh., 1s		2	5
	6.	Beef, 18 lbs., 11s. 3; cucumbers, 1s. 6; cherries, 2s		14	9
		Salt, 1s. 6; tgt., 8		2	2
	7.	Beef, 10 lbs., 6s. 3; 2 fowls, 5s. 6; cucumbers, 1s. 6		13	3
		Celery, 2s.; milk, 5; yrt., 1s		3	5
		Green peas, 1s. 6; 1 bushel new ptto., 10s		11	6
		6 doz. eggs, 1s. 10		1	10
	8.	Beef, 13 and a half lbs., 8s. 5 and a half; tgt., 8		9	1½
	9.	Beef, 24 and a half lb., 15s. 4; 2 chickens, 5s. 6	1	0	10
		Gooseberry, 1s.; cherries, 2s		3	
		1 ham, 16 and a half lbs., 13s. 9; raspberry, 1; 1 yast 1s. 8		16	5
		1 peck ptto. 2s. 6.; hamp. of onions, 5s. 6		8	
	11.	Butter, 1s. 6; eggs, 1s.; beef, 16 and a half lbs. 10s.		12	6
	12.	Salmon, 3s. 6; half bushel potatoes, 3s		8	6
		2 doz. eggs, 1s. 8; 2 yobt., 1s. 2		2	8
	13.	Beef, 10 lb., 6s. 3; peas, 1s. 6; caulyflower, 1s		8	9
	14.	Beef, 10 lb., 6s. 3; 2 srp., 1s		7	3
	15.	Beef, 3 and a half lb., 2s. 2 and a half; salmon, 3s. 6;			
196		2 doz. eggs, 2s		7	8½
	16.	Beef, 2 and a half lbs., 1s. 7; half bushel potatoes, 4s.		5	7

July	16.	2 gr. currens, 1*s.*; to 1*s.*; cucumbers, 1*s*.....	3	
	17.	Beef, 2 lb., 1*s.* 3; salmon, 2*s.* 6; peas, 1*s*.....	4	9
	18.	Beef, 7 and a half lb., 4*s.* 8 and a half; 1 peck of peas, 1*s*.....	5	8½
		Gooseberry, 2*s.*; 2 doz. eggs, 1*s.* 6; tot., 6.....	4	6
	20.	Beef, 8 and a half lb., 5*s.* 4; salmon, 3*s.* 6; cucumber, 6...	9	4
		Gris., 10; cauliflower, 1*s*.....	1	10
	21.	Beef, 6 and a half lb., 4; dgrt., 10; potatoes, 3*s*.....	7	11
			£12	16 5

Settled Aug. 24, 1861.
[Stamp.] R. KAYE.

73 H. H. E.

LIVERPOOL, *Sept.* 30, 1861.

Capt. and owners ship Cheshire, bought of Wm. Maguire & Co.:

Sept.	6.	1 bot. walnut catsup.....	1	6
		1 " carb. soda, 1*s.* 6; 1 bot. cream tartar, 2*s.* 6....	4	
		1 " mustard, 2*s.*; half doz. pickles, 10*s.*, 5*s*..... ..	7	
		10 lb. coffee, 1*s.* 4, 13*s.* 4; 1 lb., green tea, 4*s.* 6....	17	10
		10 lb. butter, 1*s.* 6, 10*s.* 10; 2 lb. raisins, 6*d.*, 3*s.* 6..	14	4
		2 lb. currants, 6*d.*, 1*s.*; 1 oz. nutmegs, 4*d*.....	1	4
		1 oz. cinnamon, 4*d.*; 1 oz. cloves, 4*d*....		8
		1 market basket.....	3	6
		1 ham, 14¾ lb., 10*d*.....	12	3
	10.	1 cheese, 8 lb., 9½*d*.....	6	4
197		1 lb. black tea, 4*s.* 6; 2 bott. ketchup, 1*s.* 6, 3*s*.....	7	7
		1 jar salt, 10*d*.....		10
	20.	10 lb. butter, 1*s*.....	10	10
		1 doz. matches.....		8
	23.	10 lb. loaf sugar, 6 and a half, 5*s.* 5; 10 lb. coffee, 1*s.* 4, 13*s.* 4.....	18	9
		3 bott. ketchup, 1*s.* 6, 4*s.* 6; 1 and a half oz. nutmegs, 4*d.*, 6*d*.....	5	
		1 bott. dried herbs, 10*d.*; 5 lb. currants, 6*d.*, 2*s.* 6...	3	4
		18 tierces India mess beef, 112*s.* 6....	101	5
		15 barrels pork, (Irish,) 9 , 22*s.*, 616*s*.....	73	2 6
		5 puncheons, 13*s.* 2*s.* barls. 1*s.* 6, 3*s* 6, 16, 3*s.* 10 calked.....	38	5 3
		3 barls. common flour, 31*s*.....	4	13
		3 casks, 7*s.*, 21*s.*; 3 bar'ls kn. dr'd flour, 40*s.*, 6.....	7	1
		1 bar'l, 8*s.* 6; 30 gal's vinegar, 1*s.* 3, 37*s.* 6.....	2	6
		1 " molasses 4. 0. 13, 15*s.* 6.....	3	3
		2 " 2 65, 40. 0. 6 raw sugar 4*d.*, 7 11 4.....	7	16 4
		2 bags 2*s.* ½ 52lb. sugar white 2 8.....	1	2 10
		2½ chests cabin tea 92 lb. 2 4, 10 14 8.....	10	14 8
		2 boxes green tea 36lb., 2*s.* 6.....	4	10
		1 iron br. keg, 3*s.* 6; 1½ bar'l, 2*s.* 6; 1 b'l corn meal, 26*s*.....	1	12
		1¼ bar'l, 2*s.* 6; 101 lb. oatmeal 2*d.* ½, 21*s*.....	1	3 6
		¼ keg, 1*s.*; 50lb. lard, 9*d.* ½, 1 19*s.* 7.....	2	7
			£264	12 1

	Am't bro't forward	264	12	1
Sept. 30.	2 bar'l 1s. 6, 3s.; 18 hams, 13lbs., 10d., 8 17s. 6	9	0	6
	1 piece bacon, 21 lb., 9½		16	7
	1 keg of tongues	1	5	
	12 lb. dried tongues, 4s. 6	2	14	
	1 cwt. codfish, 20s.; 2 boxes herring, 4s. 6, 9s	1	9	
	4 jars tripe, 4s. 6; 2 kegs mackerel, 16s. 6, 33s	2	19	
198	1 box soda biscuit		9	6
	½ bar'l, 2s. 6; 1 3-60 bush. peas, 9s. 6, 17s. 10	1		4
	½ do. 2s. 6; 112 lbs. rice, 2½d., 23s	1	5	10
	1 box, 1s.; 6 cheeses, 64¾ lbs. 9½d., 51s. 3	2	12	3
	1 bar'l, 4s. 4; 4 tubs, 2s.; 2 jars, 1s., 3s; 97 lbs. butter, 5s. 3	6		9
	12 jars pickles, 5s. 6	3	6	
	12 bot. walnut ketchup, 1s. 6		18	
	1 do. sardines, 12s.; 1 bot. bitters, 1s. 6		13	6
	6 lb. ohaline candles, 2s., 12s., 1-6		12	
	6 lb. dip candles, 7d., 3s. 6		3	6
	1 bag, 129 lb., coffee, 7d	3	15	2
	2 boxes raisens, 19s. 6, 21s. 1 jar, 1s.; 10 lb. almonds, 5s	1	7	
	10 bott. pepper, 2s., 20s.; 6 bot. mustard, 2s., 12s	1	12	
	½ lb. nugmegs, 4d., 2s. 8; 1 box dried apples, 28, 8. 18		17	4
	1 box vermicilla, 8s. 6; 1 box maccaroni, 8s. 6		17	
	6 bot. carb. soda, 1s. 6; 3 bot. cream tartar, 7s., 6, 7 2-6		16	6
	1 bot. celery seeds, 1s. 6		1	6
	2 lb. can'd citrons, 2s. 4s.; 5 jars salt, 10d., 4s		8	2
	6 bath bricks, 1s. 6; 2 jars blacking, 3d., 6d		2	
	1 box, 6d.; 1 gross matches, 7s. 6		8	
	1 ball lamp-wick, 1s.; 1 box bromlock 1-10		10	8
	2 boxes, 6d., 1s ; 56 lbs. white soap, 6½d., 1 10s. 4	1	11	4
	1 bott. pepper, 26		2	
	½ bar'l, 2s. 6; 1 54-60 bush. beans, 11s., 20s. 11	1	3	5
	4 doz. concentr'd milk, 1s. 6, 30s	1	11	
	3½ doz. do. meat soup, 24s	4	4	
	½ doz clams, 2s., 12s.; ½ doz. oysters, 12s	1	4	
	3 doz. jams, 14s., 41s.; 6 lbs. June beef, 4s. 6, 29s	3	9	
199	1 doz. tomato sauce, 1s. 6, 18s.; 1 doz. pickled onions, 10s	1	8	
	2½ doz. fruits, 12s., 30s.; ½ doz. herbs, 10s., 5s	1	15	
	1 doz. roast fowls, 3s. 6	2	2	
	½ do. boiled do. 3s. 6	1	1	
	6 lb. starch, 6d., 3s.; 1 lb. powder blue, 1s		4	
	7 gall's sperm oil, 9s. 6	2	6	6
	2 cans, 5s., 10s.; 10 gall's whale oil, 2s., 40s	2	10	
	Bond, 5s. 6; cash, fil'g entries, 5s. 6; cartage, 30s	2	1	
		£342	1	8

Received payment.
[STAMP.]

W. J. MAGUIRE & CO.
Per W. McKENNA.

74 H. H. E.

LIVERPOOL, 1861.

Owners and captain of Cheshire to Wilson & Roe:

1861.				
July 5.	Rep'g 2 coffee-pots, new bottoms and soldering spouts 2*s.* 6; rep'g cook's rake, 1*s*.....		3	6
	Rep'g tin can, 5*d.*; 6 oval patty pans, 1*s.* 9; 4 round do., 10*d.*; 6 parte cutters, 2*s.* 6.....		5	5
	4 pie-plate, 3*s.*; 2 pudding-moulds, 10*s.* 6; 2 men ¾ day each pumicing cabin 8*s.* 3.....	1	1	9
	2 lb. pumice stone, 8*d.*; August 27, galvanized padlock, 1*s.* 6.....		2	2
Septem. 7.	8 brass clothes-hooks, 2*s.*; rep'g brass harness cask harp new half, 2*s.* 6.....		4	6
	2 brass screws, 3*d.*; rep'g straight up and piecing copper cask pump 7*s.* 6.....		7	9
200	Rep'g 2 brass globe lamps, 3*s.*; rep'g tin lamp, 1*s.*; rep'g frying pan, 6*d*.....		4	6
14.	2 galvanized padlocks, 4*s.*; whiting, 2*d.*; rep'g brass signal lantern, new brass.....		4	2
	Bolts and thig, 2*s.* 6*d.*; 1 washing tin, 6*s.* 6*d.*; 2 bread tins, 4*s.*; 1 wash hand bowl, 2*s.* 6*d*.....		15	6
	2 tin'd cups, 1*s.* 9*d.*; 2 zinc water dippers, 2*s.* 6*d.*; word vinegar bottle, 1*s.* 9*d.*; frying pan, 2*s*.....		8	
	2 mess tins, 7*s.*; blacklead brush, 6*d.*; zinc plate for bottom of stove, 4*s.* 6*d*.....		12	
	Tacks for cabin stovepipe, with head and stays, man and helper, fixing.....		11	6
	Bottom of stovepipe and stays, ¼ day, 9, 2*s.* 3*d.*; rep'g new cutting and hardening.....		2	3
	Coffee mill and refixing, 4*s.* 6*d.*; 4 screws, 3*d.*; 2 brass locks for harness cask, 3*s.* 6*d*.....		8	3
	1 tea-kettle on cabin stove, 6*s.* 6d.; brass oil cock, 3*s*.....		9	6
	½ doz. each table and desert knives and forks, 14*s.*; forecastle lamp, 1*s.* 6*d*.....		15	6
	½ doz. nickel spoons each table, 9*s.*; and tea, 3*s.*; 36 steel primer chisels, 2*s.* 5*d*.....		14	5
	1 steel soduct chisel, 1*s.* 6*d.*; 3 patent twisted gimblets, 1*s.* 5*d*.....		2	11
	1 doz. pair brass hinges, 9*s.*; 14 doz. brass screws, 7*s*.....		16	
	1 white mop, 2*s.* 6*d.*; 1 frame string, glass, putty, and fixing, 3*s*.....		5	6
	To painting and graining body and top of cabin state-rooms.....			
201	Composition, and 59 best white lead and zinc, 4*s*....		19	8
	1½ gallon boiled oil, at 3*s.*, 5*s.*; 1 gall. turpentine, 6*s.*		11	
	6 sheets sand-paper, 3*s.*; 2 lb. pumice stone, 8*d.*; grainers, 1*s.* 6*d*.....		2	5
	1 gal. best oak varnish, 20*s.*; painters and grainers time, 13½ days, 5*s.* 8*d.*, 17*s.* 6*d*.....	4	16	6

Septem. 7. 1 doz. brass hooks, 1*s.* 6*d.*, for hanging cups.....		1	6
	£15	6	2
Difference on exchange of money.....		8	6
	14	17	8

Oct. 3, settled per Wilson & Rowe,
[Stamp.] G. WHITEYARD.

75 H. H. E.

Register Veritas, Universal Lloyd, Classification of Shipping, established 1828. Committee of Direction, Paris, 8 Place de la Bourse. Certificate of classification:

The undersigned, surveyor to the Administration of the Register Veritas, certifies herewith that the British ship Cheshire, ———, master, Battersby & Co., owners, —— tons, built at Waldsborough, Me., in the year 1846, opened and repaired in '60, copper and iron fastened, metal sheathed in 1860, belonging to the port of Liverpool, has been surveyed by the surveyor
202 to this society, and found to be in good and efficient state, and fit to carry dry and perishable goods; the said vessel will be entered in the Veritas, and classed $\frac{3}{4}$ A 21, for three years. This certificate will be valid for three years under the conditions of the 6th and 10th article of the regulations, of which the following is an extract: Art. 6. The continuance of the character, during the period assigned, depends upon occasional surveys, at least once in every two years. Art. 10. In case of average the vessel must be submitted to a new survey, or the present certificate loses its value. Delivered by authority of the committee of administration, at Liverpool, the 5th October, 1860.

No. 762. The surveyor, A. P. Klein, certified for the survey the 2d February, 1861, at Liverpool. Vessels character continued and confirmed.

Bureau Veritas, Liverpool. A. P. KLEIN, *the Surveyor.*

Register Veritas, Lloyd Universal, Rensignments sur navies; etablien 1828. Administration, Paris, 8 Place de la Bourse. Certificat de classification: [SEAL.]

203 Dr. Soupigne, Captain Expert de 'l Administration de Bureau Veritas, certificque le tros mats Anglais Cheshire, Capitane, Amatemus Battersby & Co., j augeantterme aux construit a Waldoboro, Me., en 1846, cherille en cenie j aer double en me sai en 1860, appartemant au guarante six ament et repare en co September Soixante put de Liverpool a ete visita pur l'expert de l'Administration guid a ete recomme etri en bon etat de navigabilite et pressue ou transport de toutes especes de march au disen. Ledit navice ser a enregistie en Veritas en cote $\frac{3}{4}$ A 21, pour trois aus sus le reserve des art. 6 et 10 du Reglement dout extract Art. 6: De navru devia etie soumies a la visite au nurous nere fois tons les doux aus sous perie du rdtrait de la cote. Art. 10: En cas d'araires le navice subserme nouvelle visits fauto de groi le peasant certifica estera sans valure. Delivre par autorization de l'Administration a Liverpool le 5 October, 1860, soiq ante No. 762.

[SEAL.] A. P. KLEIN, *Le Capitane Expert.*

Vise pour Visite le 27 Aoux, 1861, a Liverpool. Boù pour continuation en confirmation de cote et terme.

[Bureau Veritas, Liverpool.] A. P. KLEIN, *l'Expert.*

204 76 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on

board the good ship or vessel called the Cheshire, whereof James Craig is master for this present voyage, now lying at the port of Liverpool, and bound for Nassau, to say: Four thousand sacks of salt, containing four hundred tons, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Nassau, (and all every the dangers of the seas and accidents of navigation, of whatever nature or kind, only excepted,) unto order or its assigns, he or they paying freight for the said goods at the rate of 30*s.* (say thirty shillings) per ton, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

4,000 sacks of salt.

Dated in Liverpool, 25th day of September, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

205 77 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master for this present voyage, now lying at the port of Liverpool, and bound for Nassau, to say: Seventy-five crates of earthenware, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, (all and every the dangers and accidents of the seas and navigation, of whatever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at fifty shillings per crate, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

[W B] C S, 75 crates.

Dated in Liverpool the 25th day of Sept., 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

206 78 H. H. E.

Shipped in good order and condition by Charles Hill, of Liverpool, on board the good ship or vessel called the Nassau, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say: Seven hundred and twenty-one bags Rio coffee, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, (all and every the dangers of the seas and accidents of navigation, of whatever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (five shillings) per bag, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

M 1,	44
M 2,	127
M 5,	112
M 6,	112
M 8,	130
M 11,	94
M 12,	101
	721 bags coffee.

Dated in Liverpool, the 25th day of September, 1863.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

207 79 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master for this present voyage, now lying at the port of Liverpool, and bound for Nassau, to say: 60 bales blankets, 6 bales hosiery, 1 bale counterpanes, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, (the dangers of the seas and accidents of navigation, of whatsoever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80s. (eighty shillings) per bale, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

[L] C S, 1-60, 60 bales blankets.
[W B & Co] C S, 6 bales of hosiery, 301-303, 607-308.
[W B & Co, S 700] S 700
[W B & Co] C S, 1 bale counterpanes, No. 305.

Dated in Liverpool the 5th day of October, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

208 80 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master for this present voyage, now lying at the port of Liverpool, and bound for Nassau, to say: One barrel gelatine, two boxes cotton twist, two cases drugs, two cases stationary, 5 bales twine, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, (the dangers and accidents of the seas and navigation, of whatever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80s (say eighty shillings) per box, case or bale, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

[S C] $1. 1 barrel gelatine.
[L] S C, 101 102. 2 boxes cotton twist.
[W B] O S. 61-61. 2 cases drugs.
[W B & Co] ¼. 2 cases stationary.
[X.] 1-5. 5 bales twine.

Dated in Liverpool the day of , 18 .

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

209 81 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Nassau, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say: One case containing pins and needles, one case boots, being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the port of Nassau, (the dangers and accidents of the sea and navigation, of whatsoever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80s. (say eighty shillings) per case,

W B & Co. C S. $3.06 1 case pins, 2 needles.
W B & Co C S, 304 1 case boots.

with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date; one of which being accomplished, the others to stand void.

Dated in Liverpool the 7th day of October, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

210 82 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool and bound for Nassau, to say: 38 casks of pickles, 1 bale of bunting, 1 case samples of earthenware, 2 packages of blankets, 1 package stationary, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of Nassau, (all and every the dangers and accidents of the seas and navigation, of whatsoever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 40*s.* (say forty shillings) per cask, bale, case, or package, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

[W B & Co] 3. 1 package stationary.
[W B] 1-38. 38 casks of pickles.
[L] C S. 1 bale buntings.
[W B] C S. 1 case samples earthenware.
Samples No. 1. [W B] C S. samples 2-52. [W B] C S. samples 53-60. 2 packages blankets.

Dated in Liverpool the 7th day of October, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

211 83 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say: five hundred boxes coke tin plates, being marked and numbered as in the margin, and are to be delivered in the like good order and condition, at the aforesaid port of Nassau, (the dangers and accidents of the seas and navigation, of whatsoever nature or kind, only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (say five shillings) per box, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

I. C. 333, 14x20 Budd's patent.
IX 167. 500 boxes Coke tin plate.

Dated in Liverpool the 2d day of October, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

212 84 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is

master for this present voyage, now lying at the port of Liverpool and bound for Nassau, to say: Five hundred boxes charcoal tin plates, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the aforesaid port of Nassau, (the dangers and accidents of the seas and navigation, of whatsoever nature or kind, only excepted,) unto order, or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (say five shillings) per box, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

I C 333 ev. 14x20.
I X 167 500 boxes charcoal tin plate.

Dated in Liverpool the 2d day of October, 1861.

JAMES CRAIG.

Deliver the within to Messrs. Wm. Battersby & Co., or order.

CHARLES HILL.

85 H. H. E.

[Duplicate.] INIOFIELD POTTERY, *Tunnstall, Oct.* 5, 1861.

Messrs. W. Battersby & Co., Liverpool:

DEAR SIR: I must apologize for having omitted sending you particulars of the cash of sample marked [W. C.] C. S. Sample No. 1 with the invoice, however, I now beg to enclose you the same. The Huron and Ontario shapes I make in tea table and toilet service, but the Tulip Chinese as 5th teas, and prepared for the tea services for the latter shape, and also the Campbell plates. Twiflers and muffins are generally sent to match this shape, (Ontario.) Apomer, Osborne, Limie and Shanghie patterns, I also make in tea-table and toilet services, price 32½, 9, printed scales 1853 list. Crates 12*s.* and 5.70 as last; the printed Inaramus patterns the same price as white granite. I remain, dear sir, yours truly,

(Signed) WILLIAM ADAMS, JUN'R.

P. S.—Lustin band and spring do., Huron white granite, 25*s.*, from furnished scale 1853 list, to 5 per cent. as last.

86 H. H. E.

Nif. 1 bale samples earthern ware, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. Battersby & Co.

214 [W. B.] C. S.

Sample	1	Huron plate, 10 in. flat, white granite.	
	1	"	twiflers flat, "
	3	"	muffins 111-3 H. T. "
	1	"	cavendish 6 in. "
	1	"	baker 9 "
	1	"	dish, 10 in. "
	1	"	teapot, 24 in. "
	1	"	sugar, 24 in. "
	1	"	creamer, 24 in. "
	1	"	hand London teas, "
	1	"	jug 12 " "
	1	"	sauce tureen, complete.
	1	"	ewer and basin, 90.

Sample 1 Ontario twifler, white granite.
2 " mufflers, 11-5, 11-7 in. white granite.
1 " baker, 9 in. "
1 " dish, 9 in. "
1 " jug, 12 in. "
1 " cover dish, 10 in. "
1 " sugar, 24 in. "
1 " cream, 24 in. "
1, 12, tulip shape, H. T. London tea, "
1 " Huled Chinese, H. Irish teas, "
1 " St. Dennis, H. London teas, "
1 printed waranin twifler soup, "
1 tlower ungua apsine twifler soup, "
1 " " Osborne " flat, "
1 " canton " " "
1 " " " cover dish, 10 in.
215 1 matt blue seine twiflers soup.
1 flower blue shanghia T. C. twiflers flats.
2 spriged F. C. muffers, 7 flat.
3½ " hand London teas, Grecian.
1 " chamber, 6s., flat rim.
1 " bowl, 30s., Grecian.
3 W unb'd London teas, common.
1 complete twifler, white granite.
3 " mufflers, 1-5, 1-6, 1-7, flats.
3 p'r banded inch London teas, tulip shape.
2 p'r neat painted " " canova.

87 H. H. E.

1 cr. be chambers, 6s., flat rim.
1 " bowl, 30s., Grecian.
1 " ewer and basin, 6s., cona.
1 " bans jug, 12s.
1 " dish con P. T.
1 " baker, 8s.
1 " nappy, 9 inch.
1 " blue edge F dish, 11 in.
1 " baker, 9 in.
1 " nappy, 8 in.
1 " twifler.
1 " muffin, 7 inc.
1 dept. jug, 12 in. cone.
1 " bowl, 24 in. Grecian.
1 bowl, 24 in.
1 twifler flat, white granite huron.
1 jug, 30s. lushe band and spring.
1 Remish and London teas.

216 Charges: To freight per r'way 1s. 10, cartage and portage 1s. 10, £2 8.

88 H. H. E.

[E. E.] LIVERPOOL, 7 *October*, 1861.

Sundry invoice and bills lading, and p'r British ship Cheshire.

Invoice of 4,000 socks of salt and to..... 311 8 3

Invoice of 500 boxes of coke tin plates	504	0	11
Do. 500 boxes charcoal tin plates	743	4	7
Do. 75 crates of earthern ware	568	10	2
Do. 52 bales and 1 package of blankets	995	9	11
Do. 38 casks of pickles	130	9	7
Do. 2 cases and 1 package of drugs	82	11	10
Do. 2 " 1 " of stationery	21	2	7
Do. 2 boxes of cotton twist	72	13	10
Do. 3 bales of hosiery	187	12	0
Do. 1 case of pins and 1 needles	17	0	4
Do. 1 bale of bunting	16	7	7
Do. 1 " of hosiery	48	9	9
Do. 2 " do	93	13	10
Do. 1 " counterpanes	21	7	7
Do. 5 " twine	113	6	2
Do. 721 bags of coffee	2,679	13	6
Do. 1 case of boots	12	11	7
Do. 1 " of gelatine	14	2	7
Do. 8 bales and 1 package of woolens	193	1	5
	£6,826	18	2

89 H. H. E.—*Duplicate.*

Invoice of 4,000 sacks salt shipped by Charles Hill, on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order or account, and risk of Messrs. W. Battersby & Co., 4,000 (four thousand) sacks salt, containing tons 400 4 9—95.

Charges : To river freight on 400 tons, at 3*s.* per ton				60 0 0
" dock and town dues				7 1 8
" custom bill of lading stamp				1 6
4,000 sacks, at 8½ per sack	141	13	4	
Commissions on £303 16 6, at 2½ 70	7	11	11	
				216 8 5
Drawn cash, 6th September, 1861				311 8 5

Liverpool, 2nd October, 1861.
E. E. CHARLES HILL.

90 H. H. E.

Invoice of 2 cases and 1 package stationery, shipped by Charles Hill, on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. Battersby & Co.

[W. B. S. C.] Copying in, 1*s.*; brush, 1*s.* 3; 6 oil sheets, 1*s.* 9; 6 drying sheets, 1*s.* 3			3 3
⅓ 4 olipe, 8*s.*; 24 copying best repaid books, £8 8*s.*	8	16	0
218 4 doz. long octavo books, print'd rub. cloth lett. and small with blotting	5	17	0
100 small books, 7*s.* 6; 3 bottles red ink, 4*s.* 6		12	0
1 ream glazed brown paper, £3 of 2 mere	4	0	0
Ledgers denning with books			
1 packing case, 3*s.* 9; 1 packing case with small one inside, 5*s.* 6		9	3
	19	17	6

Charges: To dock and town dues, 1*s*; freight per R way, 2*s*. 2 ..... 3 2
Cartage and portage, 2*s*.; commissions at 5*s*., 19 11 ..... 1 1 11
1 5 1

Due in cash, 17 September, 1861 ..... £21 2 9

Liverpool, 4 October, 1861.
E. E. CHARLES HILL.

91 H. H. E.

Invoice of 500 boxes coke tin plates shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

Jc. 333 boxes, 14 by 20, Budd's patent coke tinplates, 18*s*..... 299 14 0
Jx. 169 do " " " " 23*s*..... 192 1 0
Charges: To commissions, at 2½ per cent. 12 5 11

Due in cash, 2 September, 1861 ..... £504 0 11

Liverpool, 2nd October, 1861.
E. E. CHARLES HILL.

219 92 H. H. E.

Invoice of 1 cask gelatine, shipped by Charles Hill, on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[C. L.–$] 1 cask gelatine cons'g, 45 dozen boxes ½ size at 6*s*... 13 10 0
Charges:
To dock and town dues 5*d*.; cartage and portage 3*s*.; cask 3*s*..... 6 5
Commission, at 2½ per cent., on £12 6*s*..... 6 2
12 9

Due in cash 30 September, 1861..... £14 2 7

Liverpool, 7th October, 1861.
[E. E.] CHARLES HILL.

93 H. H. E.

Invoice of 38 casks pickles shipped by Charles Hill, on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of W. Battersby & Co.

[W. B.–½] 5 casks each containing 5 dozen mixed pickles, 8*s*... 10
6. 5 doz. pints chowchow 8*s*..... 2
7. 5 " onions, 8*s*..... 2
8. 5 " gerkins, 8*s*..... 2
9. 2½ " walnuts.....
2½ " cauliflower, 8*s*..... 2
10. 2½ " piccadilla, 8*s*..... 1
2 " walnut catsup, 10*s*..... 1
2 doz. pints French capers, 17*s*..... 1 14
220 11–16. 6 casks each containing 11 doz. quarts mixed pickles, 12*s*..... 14 8

17.	4 doz. quarts	chowchow, 12*s*.		2	8
18.	4 "	onions, 12*s*.		2	8
19.	4 "	gerkins, 12*s*.		2	8
26.	1 "	mixed pickles, 12*s*.		2	8

94 H. H. E.

	1 "	chowchow, 12*s*.			12
	1 "	onions, 12*s*.			12
	1 "	gerkins, 12*s*.			12
21.	2 "	walnuts, 12*s*.		1	4
	2 "	cauliflower, 12*s*.		1	4
22.	2½ "	piccalili, 12*s*.		1	10
	½ "	walnut, 12*s*.			6
	½ "	cauliflower, 12*s*.			6
	2 doz. pints	French olives, 9*s*.			18
23–25.	3 casks, each containing	6 doz. pints walnut catsup, 10*s*.		9	
26–28.	3 "	6 doz. pints French olives, 9*s*.		8	2
29.	10 dozen pints	horseradish, 8*s*.		4	
	2 "	Worcestershire sauce, 12*s*.		1	4
	Amount carried forward		£73	8	0
	Amount brought forward		73	8	0
30.	12 doz. ½ pints	Worcestershire sauce, 12*s*.		7	4
31.	6 "	Worcestershire sauce, 12*s*.		3	12
	3 "	French capers, 17*s*.		2	11
32.	10 doz. ½ pints	curry powders, 12*s*.		6	
	10 "	1th Tin's Durham mustard, 14*s*.		7	
	10 doz.	1–3th Tin Durham mustard, 5*s*.		2	10
221	5 "	½ Tin do. 8*s*.		2	
	33–34. 2 casks, each containing	3 doz. pints gooseberries, 8*s*. 6.		2	11
	1⅓ doz.	cherries, 10*s*.			6 8
35.	⅓ doz. pints	cherries			
	3 "	damsons, 10*s*.		1	13 4
36.	3 "	plums			
	⅓ "	cherries, 10*s*.		1	13 4
37.	⅓ "	cherries			
	1 "	plums, 10*s*.		13	4
	2 "	greengages, 12*s*.		1	4
38.	3 "	greengages, 12*s*.		1	16
	⅓ "	cherries, 10*s*.			3 4
			£114	6	0

Charges:

To dock and town dues, 18*s*. 3; custom stamps, 1*s*. 6	19	9		
Freight on 38 casks per R. way, £5 3*s*. 10				
Cartage and portage, £1 11*s*. 8	6	15	6	
" 38 casks	2	14		
Commission at 5 per cent	5	14	4	16 3 7
Due in cash 29th November, 1861			£130	9 7

Liverpool, 3 October, 1861.
[E. E.] CHARLES HILL.

222 95 H. H. E.

Freight list of the British ship Cheshire, James Craig, master, hence for Liverpool.

Shippers.	Consignees.	Cargo.	Rate of freight.	Freight.	Primage.	Total.
Charles Hill.....	Order	721 bags coffee.....	5s. per bag.....	180 5	9 3	189 5 3
Do	....do.....	400 tons salt.....	30s. per ton....	600	30	630
Do	....do.....	38 barrel pickles.....	40s. per barrel..	76 1	3 16	79 16
Do	....do.....	75 crates earthenware..	50s. per crate..	187 10	9 7 6	196 17 6
Do	....do.....	2 cases stationery.....	80s. per case...	8	8	8 8
Do	... do.....	1 package..do.....	40s. per package	2	2	2 2
Do	....do.....	5 bales twine.....	80s. per bale...	20	1	21
Do	....do.....	60 do. blankets.....	80s. per bale...	240	12	252
Do	....do.....	2 cases cotton twist....	80s. per case...	8	8	8 8
Do	....do.....	2 packages blankets....	40s. per package	4	4	4 4
Do	....do.....	1 case needles and pins.	80s. per case...	8	8	8 8
Do	....do.....	500 boxes coke tin plates	5s. per box.....	125	6 5	131 5
Do	....do.....	500 charcoal tin plates..	5s. per box.....	125	6 5	131 5
Do	....do.....	2 cases drugs.....	80s. per case...	8	8	8 8
Do	....do.....	1 bale bunting.....	40s. per bale...	2	2	2 2
Do	....do.....	6 bales hosiery.....	80s. per bale...	24	1 4	25 4
Do	....do.....	1 barrel gelatine.....	80s. per barrel..	4	4	4 2
Do	....do.....	1 case sample earth'ware	40s. per case...	2	2	2 4
Do	... do.....	1 bale counterpanes....	80s. per bale...	4	4	4 4
Do	....do.....	1 case boots and shoes..	80s. per case...	4	4	4 4
				1,631 15	81 11 9	1,713 6 9

Liverpool, 8th October, 1861.
E. E. CHARLES HILL.

223 96 H. H. E.

Invoice of 721 bags Rio coffee shipped by Charles Hill, on board British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. William Battersby.

M1 44.	72	1	1	24	82	1	1	17	92	1	1	22	102	1	1	23
	3	1	1	22	3	1	1	23	3	1	1	23	3	1	1	23
	4	1	1	12	4	1	1	22	4	1	1	22	4	1	1	25
	5	1	1	24	5	1	1	22	5	1	1	22	5	1	1	22
	6	1	1	22	6	1	1	22	6	1	1	20	6	1	1	22
	7	1	1	23	7	1	1	22	7	1	1	24	7	1	1	21
	8	1	1	25	8	1	1	25	8	1	1	22	8	1	1	21
	9	1	1	23	9	1	1	25	9	1	1	20	9	1	1	25
	10	1	1	22	90	1	1	24	100	1	1	22	10	1	1	22
	1	1	1	24	1	1	1	20	1	1	1	22	1	1	1	23
	112	1	1	22		14	1	25								
	3	1	1	24		14	1	24								
	4	1	1	23		14	1	25								
	5	1	1	12		14	2	1								
						5	1	25								
	14	1	25		14	1	24		14	1	25		14	2	1	
	5	1	25	=	63	1	16									
M 127.	123	1	1	24	133	1	1	25	143	1	1	24	153	1	1	28
	4	1	1	22	4	1	1	22	4	1	1	24	4	1	1	21
	5	1	1	23	5	1	1	23	5	1	1	22	5	1	1	22
	6	1	1	21	6	1	1	12	6	1	1	12	6	1	1	22
	7	1	1	23	7	1	1	25	7	1	1	23	7	1	1	25
	8	1	1	22	8	1	1	24	8	1	1	23	8	1	1	22
	9	1	1	23	9	1	1	26	9	1	1	23	9	1	1	22
	30	1	1	22	110	1	1	24	50	1	1	22	30	1	1	24

	1	1	1	22	1	1	1	23	1	1	1	22	1	1	1	23
	2	1	1	22	2	1	1	23	2	1	1	23	2	1	1	21
	63	1	1	23	73	1	1	22	83	1	1	22	193	1	1	23
	4	1	1	22	4	1	1	22	4	1	1	23	4	1	1	23
	5	1	1	23	5	1	1	22	5	1	1	23	5	1	1	23
	6	1	1	24	6	1	1	23	6	1	1	24	6	1	1	23
	7	1	1	22	7	1	1	23	7	1	1	22	7	1	1	24
	8	1	1	22	8	2	1	20	8	1	1	12	8	1	1	22
	9	1	1	22	9	1	1	23	9	1	1	14	9	1	1	24
	70	1	1	24	80	1	1	21	90	1	1	23	200	1	1	23
	1	1	1	24	1	1	1	23	1	1	1	22	1	1	1	22
	2	1	1	23	2	1	1	24	2	1	1	22	2	1	1	17
	203	1	1	15	213	1	1	22								
	4	1	1	23	4	1	1	12								
	5	1	1	21	5	1	1	14								
	6	1	1	23	6	1	1	21								
	7	1	1	20	7	1	1	28								
	8	1	1	22	8	1	1	23								
	9	1	1	24	9	1	1	22								
	10	1	1	23	20	1	1	19								
	1	1	1	22	1	1	1	22								
	2	1	1	12	2	1	1	32								
		14	2	1	14	2	14		14	1	21		14	2	3	
		14	2	2	14	1	14		14	2	2		14	1	19	
224	223	1	1	23	233	1	1	23	343	1	1	22	14	2	1	
	4	1	1	23	4	1	1	22	4	1	1	23	14	2	14	
	5	1	1	23	5	1	1	25	5	1	1	22	14	1	21	
	6	1	1	23	6	1	1	22	6	1	1	21	14	2	3	
	7	1	1	22	7	1	1	23	7	1	1	22	14	2	3	
	8	1	1	22	8	1	1	25	8	1	1	24	14	2	2	
	9	1	1	23	9	1	1	23	9	1	1	24	14	1	11	
	30	1	1	24	116	1	1	22					14	2	11	
	1	1	1	23	1	1	1	23			10	18	14	1	19	
	2	1	1	22	2	1	1	22					14	1	19	
		14	2	4		14	2	6					144	3	9	
		14	2	4												
		14	2	6												
		10		18												
		144	3	9												
		184	0	9												
M5 112	515	1	1	24	525	1	1	25	535	1	1	24	545	1	1	23
	6	1	1	15	6	1	1	23	6	1	1	23	6	1	1	23
	7	1	1	22	7	1	1	23	7	1	1	24	7	1	1	25
	8	1	1	28	8	1	1	23	8	1	1	20	8	1	1	22
	9	1	1	25	9	1	1	24	9	1	1	23	9	1	1	22
	20	1	1	23	30	1	1	25	40	1	1	22	50	1	1	24
	1	1	1	21	1	1	1	22	1	1	1	21	1	1	1	23
	2	1	1	22	2	1	1	21	2	1	1	24	2	1	1	23

3 1 1 23	3 1 1 22	3 1 1 24	3 1 1 23
4 1 1 22	4 1 1 23	4 1 1 22	4 1 1 20
14 1 24	14 2 7	14 2 3	14 2 4
555 1 1 21	565 1 1 23	575 1 1 21	585 1 1 22
6 1 1 18	6 1 1 23	6 1 1 23	6 1 1 14
7 1 1 23	7 1 1 24	7 1 1 22	7 1 1 22
8 1 1 23	8 1 1 25	8 1 1 21	8 1 1 23
9 1 1 23	9 1 1 23	9 1 1 23	9 1 1 23
60 1 1 23	70 1 1 23	80 1 1 23	90 1 1 24
1 1 1 23	1 1 1 25	1 1 1 22	1 1 1 23
2 1 1 22	2 1 1 23	2 1 1 24	2 1 1 24
3 1 1 21	3 1 1 23	3 1 1 16	3 1 1 21
4 1 1 23	4 1 1 22	4 1 1 24	4 1 1 16
14 1 14	14 2 10	14 1 23	14 1 18
595 1 1 24	605 1 1 23	615 1 1 22	625 1 1 22
6 1 1 20	6 1 1 23	6 1 1 21	6 1 1 24
7 1 1 22	7 1 1 20	7 1 1 26	
8 1 1 22	8 1 1 23	8 1 1 22	
9 1 1 24	9 1 1 24	9 1 1 22	
600 1 1 22	10 1 1 18	20 1 1 22	
1 1 1 25	1 1 1 11	1 1 1 22	
2 1 1 23	2 1 1 20	2 1 1 21	
3 1 1 25	3 1 1 16	3 1 1 23	
4 1 1 25	4 1 1 12	4 1 1 22	
14 1 26	14 2	14 1 25	2 3 18

14 1 24
14 2 7
14 2 3
14 2 4
14 1 24
14 2 10
14 1 23
14 1 18
14 6 26
14 0 25

144 2 24

14 1 25
2 3 18
144 2 24

162 0 11

M6 113. 225

630 1 1 24	640 1 1 24	650 1 1 22	660 1 1 24
1 1 1 23	1 1 1 25	1 1 1 24	1 1 1 23
2 1 1 24	2 1 1 23	2 1 1 23	2 1 1 23
3 1 1 22	3 1 1 24	3 1 1 23	3 1 1 23
4 1 1 21	4 1 1 22	4 1 1 10	4 1 1 22
5 1 1 23	5 1 1 24	5 1 1 23	5 1 1 23
6 1 1 22	6 1 1 22	6 1 1 23	6 1 1 23
7 1 1 24	7 1 1 20	7 1 1 22	7 1 1 22
8 1 2 10	8 1 1 23	8 1 1 22	8 1 1 23

	9	1	1	13	9	1	1	22	9	1	1	22	9	1	1	23
		14	1	20		14	2	8		14	1	18		14	2	6
	670	1	1	25	680	1	1	23	690	1	1	23	700	1	1	23
	1	1	1	24	1	1	1	24	1	1	1	23	1	1	1	22
	2	1	1	22	2	1	1	23	2	1	1	23	2	1	1	24
	3	1	1	23	3	1	1	23	3	1	1	25	3	1	1	24
	4	1	1	23	4	1	1	22	4	1	1	22	4	1	1	23
	5	1	1	22	5	1	1	23	5	1	1	22	5	1	1	23
	6	1	1	23	6	1	1	24	6	1	1	25	6	1	1	23
	7	1	1	20	7	1	1	21	7	1	1	23	7	1	1	24
	8	1	1	23	8	1	1	24	8	1	1	23	8	1	1	23
	9	1	1	23	9	1	1	22	9	1	1	24	9	1	1	25
		14	2	2		14	2	5		14	2	29		14	2	9
	710	1	1	22	720	1	1	21	730	1	1	22	740	1	1	20
	1	1	1	24	1	1	1	22	1	1	1	23	1	1	1	23
	2	1	1	24	2	1	1	23	2	1	1	23	2	1	1	19
	3	1	1	24	3	1	1	21	3	1	1	24				
	4	1	1	21	4	1	1	22	4	1	1	23				
	5	1	1	23	5	1	1	23	5	1	1	25				
	6	1	1	24	6	1	1		6	1	1	20				
	7	1	1	23	7	1	1	11	7	1	1	23				
	8	1	1	24	8	1	1	22	8	1	1	23				
	9	1	1	22	9	1	1	23	9	1	1	29				
		14	2	7		14	2	6		14	1	27		4	1	6
		14	1	26		14	1	27								
		14	2	5		4	1	6								
		14	1	18		14	1	3								
		14	2	6												
		14	2	2												
		14	2	5												
		14	2	9												
		14	2	9												
		14	2	9												
		14	2	6												
		145	1	3		164		8								
M8 130.	876	1	1	24	886	1	1	23	896	1	1	23	906	1	1	25
	7	1	1	24	7	1	1	25	7	1	1	22	7	1	1	23
	8	1	1	23	8	1	1	25	8	1	1	22	8	1	1	23
	9	1	1	22	9	1	1	23	9	1	1	23	9	1	1	14
	80	1	1	22	90	1	1	21	900	1	1	19	10	1	1	23
	1	1	1	23	1	1	1	24	1	1	1	24	1	1	1	8
	2	1	1	22	2	1	1	22	2	1	1	22	2	1	1	23
	3	1	1	23	3	1	1	20	3	1	1	23	3	1	1	23
	4	1	1	24	4	1	1	24	4	1	1	23	4	1	1	23
	5	1	1	23	5	1	1	23	5	1	1	16	5	1	1	25
		14	2	6		14	2	11		14	1	23		14	1	14

	916	1	1	23	926	1	1	24	936	1	1	23	946	1	1	22
	7	1	1	23	7	1	1	24	7	1	1	22	7	1	1	24
	8	1	1	24	8	1	1	23	8	1	1	29	8	1	1	24
	9	1	1	23	9	1	1	23	9	1	1	23	9	1	1	24
	20	1	1	24	30	1	1	24	40	1	1	24	50	1	1	25
	1	1	1	23	1	1	1	24	1	1	1	24	1	1	1	24
	2	1	1	22	2	1	1	25	2	1	1	23	2	1	1	25
	3	1	1	23	3	1	1	24	3	1	1	23	3	1	1	22
	4	1	1	23	4	1	1	25	4	1	1	22	4	1	1	23
	5	1	1	22	5	1	1	24	5	1	1	24	5	1	1	23
		14	2	6		14	2	12		14	2	3		14	2	12
226	956	1	1	23	966	1	1	24	976	1	1	25	986	1	1	25
	7	1	1	25	7	1	1	25	7	1	1	24	7	1	1	23
	8	1	1	25	8	1	1	26	8	1	1	24	8	1	1	23
	9	1	1	10	9	1	1	25	9	1	1	25	9	1	1	25
	60	1	1	25	70	1	1	25	80	1	1	26	90	1	1	11
	1	1	1	23	1	1	1	26	1	1	1	21	1	1	1	24
	2	1	1	24	2	1	1	23	2	1	1	23	2	1	1	23
	3	1	1	23	3	1	1	25	3	1	1	8	3	1	1	14
	4	1	1	24	4	1	1	23	4	1	1	24	4	1	1	24
	5	1	1	24	5	1	1	23	5	1	1	25	5	1	1	24
		14	2			14	2	22		14	2			14	1	18
	996	1	1	24		14	2	6		14	2					
	7	1	1	23		14	2	11		14	1	18				
	8	1	1	19		14	1	23		14	1	19				
	9	1	1	23		14	1	14		145	1	25				
	1000	1	1	23		14	2	6								
	1	1	1	20		14	2	12								
	2	1	1	22		14	2	3								
	3	1	1	23		14	2	12								
	4	1	1	25		14	2									
	5	1	1	9		14	2	22								
		14	1	11		145	1	25		188	3	4				
M11 94.	1309	1	1	23	1320	1	1	24	1330	1	1	24	40	1	1	24
	10	1	1	23	1	1	1	22	1	1	1	23	1	1	1	23
	1	1	1	23	2	1	1	24	2	1	1	22	2	1	1	24
	2	1	1	24	3	1	1	20	3	1	1	24	3	1	1	20
	3	1	1	8	4	1	1	22	4	1	1	22	4	1	1	24
	4	1	1	23	5	1	1	24	5	1	1	23	5	1	1	22
	5	2	1	23	6	1	1	23	6	1	1	25	6	1	1	23
	1317	1	1	23	7	1	1	24	7	1	1	23	7	1	1	22
	8	1	1	24	8	1	1	24	8	1	1	25	8	1	1	23
	9	1	1	23	9	1	1	24	9	1	1	19	9	1	1	22
		14	1	11		14	1	27		14	2	1		14	2	3
	50	1	1	22	60	1	1	25	70	1	1	25	80	1	1	25
	1	1	1	25	1	1	1	22	1	1	1	21	1	1	1	26
	2	1	1	22	2	1	1	22	2	1	1	23	2	1	1	24

				3	1	1	8		3	1	1	23		3	1	1	23		3	1	1	22
				4	1	1	23		4	1	1	22		4	1	1	23		4	1	1	23
				5	1	1	25		5	1	1	23		5	1	1	23		5	1	1	24
				6	1	1	16		6	1	1	24		6	1	1	23		6	1	1	24
				7	1	1	23		7	1	1	24		7	1	1	15		7	1	1	25
				8	1	1	24		8	1	1	23		8	1	1	25		8	1	1	23
				9	1	1	23		9	1	1	25		9	1	1	9		9	1	1	24
					14	1	20			14	2	8			14	1	11			14	1	22
				90	1	1	23		1401	1	1	8			14	2	3					
				1	1	1	24		2	1	1	20			14	1	20					
				2	1	1	23		4	1	1	5			14	2	8					
				3	1	1	24		5	1	1	5			14	1	11					
				4	1	1	24			4	2	14			14	1	22					
				5	1	1	23			14	1	11			14	2	5					
				6	1	1	23			14	1	27			47	3	25					
				7	1	1	20			14	2	1										
				8	1	1	23															
				1400	1	1	22															
					14	2	5			47	3	25			134	3	10					
M12	101.		1428	1	1	22		38	1	1	23		48	1	1	24		58	1	1	23
			9	1	1	23		9	1	1	21		9	1	1	22		9	1	1	23
			30	1	1	24		40	1	1	23		50	1	1	23		60	1	1	23
			1	1	1	23		1	1	1	24		1	1	1	22		1	1	1	23
			2	1	1	23		2	1	1	23		2	1	1	23		2	1	1	22
			3	1	1	24		3	1	1	23		3	1	1	25		3	1	1	22
			4	1	1	22		4	1	1	23		4	1	1	23		4	1	1	23
			5	1	1	22		5	1	1	24		5	1	1	22		5	1	1	23
			6	1	1	23		6	1	1	23		6	1	1	23		6	1	1	23
			7	1	1	22		7	1	1	22		7	1	1	22		7	1	1	22
				14	2	4			14	2	6			14	1	23			14	2	3
227			68	1	1	23		78	1	1	23		88	1	1	23		98	1	1	12
			9	1	1	24		9	1	1	22		9	1	1	22		9	1	1	21
			70	1	1	22		80	1	1	22		90	1	1	21		1500	1	1	22
			1	1	1	22		1	1	1	22		1	1	1	20		1	1	1	24
			2	1	1	22		2	1	1	22		2	1	1	24		2	1	1	25
			3	1	1	22		3	1	1	22		3	1	1	23		3	1	1	23
			4	1	1	23		4	1	1	23		4	1	1	21		4	1	1	22
			5	1	1	24		5	1	1	22		5	1	1	23		5	1	1	23
			6	1	1	23		6	1	1	17		6	1	1	23		6	1	1	24
			7	1	1	25		7	1	1	23		7	1	1	23		7	1	1	22
				14	1	24			14	1	22			14	1	27			14	1	24
			1508	1	1	22		18	1	1	24			14	2	4					
			9	1	1	22		9	1	1	22			14	2	6					
			10	1	1	21		20	1	1	23			14	1	23					
			1	1	1	23		1	1	1	22			14	2	3					
			2	1	1	24		2	1	1	25			14	1	24					

3	1	1	22	3	1	1	24	14	1	22	
4	1	1	22	4	1	1	25	14	1	27	
5	1	1	23	5	1	1	9	14	1	24	
6	1	1	23	6	1	1	21	14	1	17	
							25				
7	1	1	23	7	1	1	23	15	3	17	
	14	1	17		15	3	17	146		27	

M	44	bags,	wg.....	63	1	16
½	127	"	"	184	0	9
5.	112	"	"	162	0	11
6.	113	"	"	134	0	8
8.	130	"	"	188	3	4
11.	94	"	"	134	3	10
12.	101	"	"	146	0	27
	721	bags,	wg....	1,043	2	1

1,043 2 1
6 1 21 tare.

1,037 0 8
12 3 14 dwft.

1,024 0 22 nett, at 50*s.* 6 per cwt..... 2,586 1 11

Charges:

To dock and town dues, 2 18 6; customs, stamp and bond notes, 7*s*.....	3	5	6			
Cartage and portage, 12 0 4; brokeridge on 2,586, 1*s.* 11, at ½ per cent., £12 18*s.* 7.....	24	18	11			
Commission on £2,614 6*s* 4., at 2½ per cent.....	65	7	2			
				93	11	7
Due in cash, 22d August, 1861.....				£2,679	13	6

Liverpool, 2 October, 1861.
E. E. CHARLES HILL.

98 H. H. E.

228 Invoices 2 cases and 1 package drugs, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order and risk of Messrs. W. Battersby & Co.

[WB] C S 60.	100	oz.	quinine, at 8*s.* 3.....	41	5
	10	"	opium, Turkey, 21*s.* 6.....	10	15
	7	"	calomel, 2*s.* 4.....	1	5 8
	5	doz.	chloridyne, 18*s*.....	4	10
	5	"	iodide potassium, 8*s*.....	2	1
	50	bts.	citrate iron and quinine, 21*s*.....	5	4 2
	112	"	cotton lint, 1*s.* 11.....	10	14 8
			3 boxes, 1*s.* 6, 5*s.*, 6*s*.....		12 6
	1	oz.	quinine.....		8 3
	1	"	opium, Turkey.....	1	1 6
	½	"	calomel, 3*s.* 4.....		1 10

1	oz.	chloridyne		1	6
8	"	iodide potassium, 8s		4	2
8	"	citrate of iron and quinine		2	1
			£78	7	4
Charges:					
To dock and town dues, 18s.; customs stamp, 1s. 6		2 2			
Freight per R. way, 2s. 4; cartage and port'g, 1s 8.		4			
Commission, at 5 per cent		3 18 4			
			4	4	6
Due in cash 17th September, 1861			£82	11	10

Liverpool, 4th October, 1861.
E. E. CHARLES HILL.

99 H. H. E.

229 Invoice of 500 boxes charcoal tinplates, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound to Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

I C.	333 boxes E. V., 14 x 20, charcoal tinplates, 27s		449	11	
I X.	167 do. do. do. do. 33s		275	11	
			725	2	
Charges:					
To commission at 2½ per cent			18	2	7
Due in cash, 2d September, 1861			£743	4	7

Liverpool, 2d October, 1861.
E. E. CHARLES HILL.

100 H. H. E.

Invoice of 2 boxes cotton twist, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[L] C S	100. Doz. glace thread, white, 8-10, 8-12, 8-16, 12-20, 12-24, 12-30, 10-36, 10-40, 8-50, 8-60, 8-70	100			
	100. Doz. glace thread, white, 8-10, 8-12, 8-16, 12-20, 12-24, 12-30, 10-36, 10-40, 8-50, 8-60, 8-70	100			
	100. Dozen glace thread, white, 8-10, 8-12, 8-16, 12-20, 12-24, 12-30, 10-36, 10-40, 8-50, 8-60, 8-70	100			
	100. Doz. glace thread, white, 8-10, 8-12, 8-16, 12-20, 12-24, 12-30, 10-36, 10-40, 8-50, 8-60, 8-70	100			
	100. Doz. glace thread, white, 8-10, 8-12, 8-16, 12-20, 12-24, 12-30, 10-36, 10-40, 8-50, 8-60, 8-70	100			
230		Dozen 500	—33	6	2
	Packed in 5 tin cases, enclosed in box and tin		1	2	
	1 box containing same as No. 101		33	6	8

102. Packed in 5 tin cases enclosed in a box and tin... 1 2

£68 17 4

Charges:

To dock and town dues, 1s.; customs stamp, 1s. 6..... 2 6
Freight per R. way, 3s. 6; cartage and porterage, 1s. 8... 5 2

3 16 6

Due in cash 26 September, 1861..... £72 13 10

Liverpool, 3 October, 1861.
E. E. CHARLES HILL.

101 H. H. E.

Invoice of 3 bales hosiery, by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[W B & Co.]

C S No. 301
0. 1 doz. boys' blue worsted shirts, 34s..... 1 14
1. 1 doz. men's do 37s..... 1 17
2. 2 doz. do. do. 41s..... 4 2
3. 1½ doz. do. do. 43s..... 3 4 6
4. 2 doz. do. do. 48s..... 4 16
5. 1½ doz. do. do. 52s..... 3 18
6. 1½ doz. do. do. 55s..... 4 2 6
7. 3 doz. do. do. fine, 42s..... 6 6
8. 4 doz. do. do. fine, 46s..... 9 4
74 doz. do. cotton gloves, 5s. 6..... 20 7

91½ dozens.

No. 302
3. 20 doz. men's grey worsted half, 9s. 6..... 9 10
231 5. 28 do. do. 10s. 6..... 14 14
6. 38 do. do. 11s. 6..... 21 17
7. 4 do. do. 11s. 6..... 2 6
9. 11 8-12 do. grampions 14s..... 8 3 4

101 8-12 dozens.

No. 303
8. 30 doz. men's grey worsted rib'd half hose, 12s. 9..... 19 2 6
10. 8 doz. men's grey worsted plain half hose, 10s..... 4 8
11. 30 doz. men's grey worsted plain half hose, 11s. 9..... 17 12 6
12. 30 doz. men's grey worsted plain half hose, 12s. 9..... 17 2 6

£176 6 10

Charges:

To dock and town dues, 1s. 3.; freight p'r R. way, 4s. 3. 5 6
Cartage and porterage, 3s.; bailing goods, 20s. 6..... 2 3 6
Commission at 5 per cent..... 8 16 4

11 5 4

Due in cash 30 September, 1861..... £187 12 2

Liverpool, 3d October, 1861.
E. E. CHARLES HILL.

102 H. H. E.

Invoice of 1 case pins and 1 case needles, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

						£		
[WB & Co.]	C S 50	6 doz.	imperial	solid pins,	4*s.* 8.....		1	8 1
	No. 51	9		do.	4*s.* 8.....		1	17 6
	52	9		do.	3*s.* 11.....		1	15 3
	53	12		do.	3*s.* 8.....		2	4
	54	6		do.	3*s.* 5.....		1	6
	55	6		do.	3*s.* 2.....			19
232	57	6		do.	2. 8.....			16
	2	2	thousand	egg-eyed sharps,	5*s.* 6.....			11
	3	3		do.	5*s.* 6.....			16 6
	4	3		do.	5*s.* 6.....			16 6
	5	3		do.	5*s.* 6.....			16 6
	4-8	5	mixed	do.	5*s.* 6.....		1	7 6
	1-5	2	do.	do.	darners, 5*s.* 6.....			11
						£	14	19 3

Charges:

To dock and town dues, 1*s.* 8.; customs stamp, 1*s.* 6.....	2	2	
Freight p'r R. way, 1*s.* 3; cartage and port'g, 1*s.* 8.....	2	11	
1 box and oil-can, 6*s.*; brokerage, 15*s*.....	1	1	
Commission at 5 per cent.....	15		
		2	1 1
Due in cash 28th Sept., 1861.....		£17	0 4

Liverpool, 4th October, 1861.
E. E. CHARLES HILL.

103 H. H. E.

Invoice of 5 bales twine, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned to order on account and risk of Messrs. Battersby & Co.

X 1-5	5 bales containing 250 doz. twine, 8*s.* 6.....		106 5

Charges:

To dock and town dues, 1*s.* 9; custom stamps, 1*s.* 6.....	3	3	
Cartage and porterage, 6*s.* 8; mats, wrappers, &c., 25*s.*.	1	11	8
Commission at 5 per cent.....	5	6	5
		7	1 2
Due in cash, 23d September, 1861.....		£113	6 2

Liverpool, 4th October, 1861.
E. E. CHARLES HILL.

233 104 H. H. E.

Invoice of 1 bale counterpanes, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned on account and risk of Messrs. Battersby & Co.

[WB & Co.] C S.	70	10-4	col'd c'panes,	19½		5	13	9
No. 305	69	10-4	do.	23½		6	15	1
	30	11-4	do.	22½		3	6	3
	30	11-4	do.	35		3	12	6
	1	11-4	do.	(sample kept) 19½			1	9
	1	11-4	do.	do. 23 ½			2	
			Press packing 1 bale, 12s. 6				13	6
						£20	4	8

Charges:

To dock and town dues, 4; freight p'r R. way, 1s. 6	1	10	
Cartage and porterage, 10; comm's at 5 per cent., 10s. 3.	1	1	1
		1	2 11
Due in cash, 7th October, 1861		£21	7 7

Liverpool, 5th October, 1861.
E. E. CHARLES HILL.

105 H. H. E.

Invoice of 2 bales hosiery, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned to order on account and risk of Messrs. Battersby & Co.

[WB & Co.] C S	0	1	doz. boys' blue worsted	shirts,	34s.		1	14
No. 307	1	2	do.		37s.		3	14
	2	2	do.		41s.		4	2
234	3	2	do.		43s.		4	6
	4	2	do.		45s.		11	16
	5	2	do.		52s.		5	4
	6	2	do.		55s.		5	10
		13	doz. bailings, &c				11	3
[WB & Co.] C S	1	3	doz. men's blue corded	shirts, plain,	37s.,		5	11
No. 308	2	6	do.		58s.		16	10
	3	6	do.	Franklin,	30s.		10	14
	4	4	do.		42s.		8	8
	5	3	do.		44s. 6.		6	18 6
	6	1	do.		52s. 6.		2	12 6
	7	2½	do.		56s.		9	12
			Bailings, &c				13	6
						£88	19	9

Charges:

To dock and town dues, 8; freight p'r R. way, 2s. 9	3	5	
Cartage and porterage, 1s. 8; commission, at 5 per cent. 4s.	4	10	8
		4	14 1
Due in cash, 7th October, 1861		£93	13 10

Liverpool, 5th October, 1861.
E. E. CHARLES HILL.

106 H. H. E.

Invoice of 1 bale buntings, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[L] C S	6	24 inch buntings, scarlet, lengths 4-40, 2-40½, 25*s.* 6.			7	13	
	3	24	do.	royal, in. 1-40, 1-40¾, 1-41, 25*s.* 6.	3	16	6
235	3		do.	white, 1,40, 2-41, 24*s.* 6.....	3	13	6
	Pattern card 2*s.*; packing, &c., 5*s.*; carriage, 1*s.* 2....					8	2
					£15	11	2
Charges:							
To cartage and porterage, 10; commission at 5 per cent. 15*s*....						16	5
Due in cash, 24th Sept., 1861.....					£16	7	7

Liverpool, 4th October, 1861.
E. E. CHARLES HILL.

107 H. H. E.

Invoice of 8 bales and 1 package blankets, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned on account and risk of Messrs. W. Battersby & Co.

[L.] S C.	100 Brown grey mackinaw bl'kts, 56 x 766, 4*s.* 6....		22	10
	Canvas rope, &c.....			13
			23	3
54, 5, 1, 14.	The same.....		23	3
55, 5, 1, 14.	Do.		23	3
56, 5, 1, 10.	Do.		23	3
57, 5, 0, 0.	Do.		23	3
58.	Do.		23	3
59.	Do.		23	3
60.	Do.		23	3
Samples [L.] C S. 53–60. 1 p'r brown grey blk'ts, 6, 4*s.* 6.....				4 6
		£185	8	6

Charges:

To dock and town dues, 2*s.* 8; customs stamp, 1*s.* 6.		4 2	
Freight p'r R. way, £2 9*s.* 4; cartage and portage, 6*s.* 9.....	2 16		
Commission, 2½ per cent.....	4 12 9		
		7	12 11
Due in cash, 7 October, 1861.....		£193	1 5

236 Liverpool, 5th October, 1861.
[E. E.] CHARLES HILL.

108 H. H. E.

Invoice of 1 bale of hosiery, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs W. Battersby & Co.

[W. B. & Co., 5,700.]

J C F. 1.	End 90-in. sheeting Y. P. 22, at 2*s.* 5.....	3 15	2

	45 pillow linen G. 17, at 2*s.* 6.....	3	7	6			
	2 d'zn ¾ by ¾ d'ble damask 511, at 18*s.* 3...	1	16	6			
	2 do. do. 510, 23*s.* 6.....	2	7				
	2 b'ls 10-12 do. 21*s.* 9.....	2	3	6			
	2 do. do. 510, 17*s.* 3.....	1	14	6			
1.	⅞ Irish linen 18-30, at 15*s*.....	1	17	6			
					17	1	8
1.	Same, 42-14, at 16*s*.....		18	8			
	2 b'ls 10-10 d'ble damas 99, 13*s.* 9.....	1	7	6			
	2 b'ls 10-12 do. 155, 17*s.* 6.....	1	15				
	2 do. do. 586, 17*s.* 6.....	1	15				
	2 do. do. 578, 30*s*.....	3					
	1 b'l 10-16 do. 560, 29*s*.....	1	9				
	1 do. do. G. 107, 34*s*.....	1	14				
1.	B'dle crash G. super. 54, at 5*s*.....	1	2	6			
1.	45 pilot liner F. 30½, 2*s.* 5.....	3	13	8½			
1.	95 shirting P. P. 41½, at 21*s*.....	3	12	7½			
					20	8	
	Case, &c.....					3	
	1 32 Champend medium 68, 4¾*s*.....	1	7				
4.	1 36 Friday's holland 63½, 6⅜*s*.....	1	13	8			
B S.	2 36 crystal sheetings 77, 7⅜*s*.....	2	7	3			
T T.	1 36 do. 39, 8¼*s*.....	1	6	10			
237							
7.	1 36 medium twill 19½, 9.....		14	7			
C.	1 36 India do. 28, 8¼.....		19	3			
					8	8	7
					£46	1	3
	Charges:						
	To dock and town dues, 4*d.*; freight p'r R. way, 1*s.* 3		1	7			
	Cartage and porterage, 10*d.*; commis. at 5 per cent., £2 8*s.* 1.....	2	6	11	2	8	3
	Due in cash, 8 October, 1861.....				£48	9	9

Liverpool, 5 October, 1861.
[E. E.] CHARLES HILL.

109 H. H. E.

Invoice of 1 case boots, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[W. B. & Co., 504.]

C S.	1 case containing 59 pair Blucher boots, 4*s*.....				11	16	
	Charges:						
	To dock and town, 15*d.*; cartage and p'tge, 10*d.*; case, 2*s.* 6.....		3	9			
	Commission at 8 per cent.....		11	10			
					15	7	
	Due in cash, 27th September, 1861.....				£12	11	7

Liverpool, 7th October, 1861.
[E. E.] CHARLES HILL.

238 110 H. H. E.

Invoice of 70 crates earthenware, shipped by Charles Hill on board the British ship Cheshire, James Craig, master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[W. B.]

C S. No. 1.	3 doz. cream-col'd plates, 1*s.* 3; soups, 1*s.* 9			5	3	
	5 do. twiflers flats, 1*s.* 6			7	6	
	3 do. muffins 1½, 6 inches, 1*s.* 2; 1½, 7 inches, 1*s.* 4			3	7½	
	1 doz. cream dishes 1-6, 9, 2*s.*; 1-6, 10, 2*s.* 6; 1-6, 11, 3*s.*; 1-6, 12, 3*s.*; 1-6, 13, 4*s.* 6; 1-6, 14, 5*s.* 8			3	6	
	3 doz. blue edge plates, 1*s.* 3; soups, 2*s.*			6		
	5 doz. cream twiftler flats 1*s.* 8			8	4	
	3 doz. cream muffins, 1½, 6 inches, 1*s.* 3; ½, 7 inches, 1*s.* 6			4	1½	
	1 doz. dishes 1-6, 9, 2*s.* 6; 1-6, 10, 3*s.*; 1-6, 11, 4*s.*; 1-6, 12, 5*s.* 6; 1-6, 13, 7*s.*; 1-6, 14 9*s*			5	2	
	4 doz. deft bowls, 1-12, 1-24, 1-30, 1-34, 3*s.* 3			13		
	2 doz. cream cold cone jugs 1-12, 5*s.* 6; 1½-24, 4*s.*; ½-30, 4*s.* 6			7	9	
	2 doz. cream tankard mugs ½-12, 1*s.* 6; ½-24, 2*s.* 6; ½-30, 3*s.*; ½-36, 3*s*			5	6	
	10 doz. painted unh'd London teas, Grecian, 2*s.* 3		1	2	6	
	6 doz. cream r'd caped teapots 2°, 11*s.* 3.			2	9	
	6 doz. cream r'd capel sugars 24°, 11*s.*			2	9	
	6 doz. do. ewer creams 30°, 5*s.*			1	6	
	3 doz. cream-col'd bowls 1-24, 1-30, 1-36, 2*s.* 9			8	3	
	2 doz. cream-col'd chambers 1-4, 2*s.* 9; ½-6, 2*s.* 9; ½-9, 3*s.*			5	9	
					5 12	9
2–15.	14 crates, each containing same as No. 1				78 18	6
No. 23	72 doz. blue edge and twiflers, 1*s.* 6; soups, 1*s.* 8				6	
24–26.	6 crates, each containing the same as No. 23				36	
No. 34	100 doz. blue edge muffins, 7 in flats, 1*s.* 6				7 10	
	Amount carried forward				£134 1	3

111 H. H. E.

	Amount brought forward	134	1	3
35–37.	3 crates, each cont'g same as No. 34	22	10	
No. 40	120 doz. blue edge muffins, 6 in flats, 1*s.* 3d	7	10	
41	1 crate, containing same as No. 40	7	10	
43	42 doz. blue edge dishes 8-9, 2*s.* 6; 8-11, 3*s.*; 8-11, 4*s.*; 8-12, 5*s.* 6; 5-13, 7*s.*; 8-14, 9*s.*; 11-15, 11*s.*; 16 in, 14*s.*	10	7	
239 45	42 " do. baker's, 10-7, 1*s* 8; 10-8, 3*s*; 10-9, 4*s*; 10-10, 5*s* 9; 2-11, 7*s*	7	19	
47	42 doz. do. muffins, 6-4, 2*s*; 6-5, 2*s* 6; 6-6, 2*s* 6; 6-7, 3*s*; 6-8, 4*s*; 6-9, 5*s*; 1-10, 7*s*	7	14	6
54	60 doz. spriged unhand. London teas, 2*s* 3	6	15	
55	1 crate containing same as No. 54	6	15	

56	60 doz. painted unhand. London teas, 2*s* 3.....		6	15
57–59	3 crates, each cont'g same as No. 56.....		20	5
63	24 doz. def't jugs 4-4, 3*s* 6; 8-6, 3*s* 6; 8-12, 4*s*; 2-24, 4*s* 6; 2-36, 5*s*.....	4 13		
	20 doz. spriged unhand. London teas 2*s* 3..	2 5		
			6	18
64–65	2 crates, each cont'g same as No. 63.....		13	16
66	24 doz. cream-col'd jugs, 4-4, 3*s*; 11-6, 3*s*; 9-12, 3*s* 6.....	3 16 6		
	20 doz. painted unhand. London teas 2*s* 3..	2 5		
			6	1 6
67	1 crate, cont'g same as No. 66.....		6	1 6
68	36 doz. def't bowls, 12-24, 12-30, 12-38, Grecian, 3*s* 3		5	17
69–71	3 crates, cont'g same as No. 68.....		17	11
72	24 doz. cream-col'd chambers, 6 flat rim, 2*s* 6.	3 6		
	10 doz def't bowls, 1-24, 3-30, 3-36, Grecian, 3*s* 3.....	1 12 6		
			4	18 6
73–79	7 crates, each cont'g same as No. 72.....		34	9 6
80	24 doz. cream-col'd chambers 6-4, 2*s* 9; 12-6, 2*s* 9; 6-9, flat rim, 5*s* 6.....	3 9		
	12 doz. def't bowls, 4-24, 4-30, 4-36, Grecian, 3*s* 3.....	1 19		
			5	8
81–87	7 crates, each containing same as No. 80.....		37	16
88	20 doz. cream-col'd cov'd chambers 8-4, 12-6, 8*s* 5			
	8 doz. def't bowls, 4-24, 4-30, Grecian, 3*s* 3.	1 6		
			6	6
89–91	3 crates, each cont'g same as No. 88.....		18	18
92	10 doz. cream-c'd ewers, 9 cone shape, 5*s* 6.	2 15		
	10 doz. cream-c'd basins, 9 cone shape, 4*s*..	2		
	15 doz. cream-c'd unhand. London teas, 1*s* 10	1 7 6		
			6	2 6
	Amount carried forward.....		£408	5 3

112 H. H. E.

	Amount brought forward.....		£408	5 3
93	1 crate, cont'g same as No. 92.....		6	2 6
94	10 doz. cream-c'd ewers, 5-6, 2*s* 6; 5-7, 3*s* 7; cone shape.....	2 10		
	10 doz. cream-c'd basins, 5-6, 3*s* 6; 5-9, 4*s*;			
240	cone shape.....	1 17 6		
	15 doz. cream-c'd unhand. London teas, 1*s* 10	1 7 6		
			5	15
95	1 crate, containing same as No. 94.....		5	15
96	4 doz. plates, 10-in., flats, 4*s*.....	16		
	6 doz. twiflers, 3*s* 6*d*.....	1 1		
	8 doz. muffins, 2-6, 2*s* 6*d*: 6-7, 3*s*.....	1 3		
	23 dishes, 8-8 5*d*; 4-9, 6*d*; 4:19, 9*d*; 4-12, 1*s* 3*d*; 4-14, 1*s* 9*d*; 1-16, 2*s* 9*d*.....	19 7		
	12 bakers, 4-7, 4-8, 4-9.....	9		
	12 cover dishes, 6-8, 2*s*; 6-9, 2*s* 3*d*.....	1 5 6		
	6 boats, 6*d*.....	3		
	6 por—— 6*d*.....	3		

	2 doz. handl'd Irish teas, 7*s*.....		14			
	3⅓ doz. unhan'd. Irish teas, 6*s*.....	1				
	3⅓ doz. handl'd London teas, 6*s*.....	1				
	3⅓ doz. unhandl'd London teas, 5*s*.....		16	8		
					9	10 9
	White granite Huron shape.					
97	1 crate, containing same as No. 96.....				9	10 9
98	24 doz. unhandl'd London teas, 5*s*.....	6				
	4 doz. bowls, 1½-24, 2½-30, 8*s*.....	1	12			
	36 teapots, 24s, 1*s* 1½*d*.....	2		6		
	36 sugars, 24s, 1*s* 1½*d*.....	2		6		
	36 creams, 24s, 6*d*.....		18			
					12	11
	Amount brought forward.....				£457	10 3

113 H. H. E.

	Amount carried forward.....				£457	10
99	40 pairs ewer and basins, 15-6, 3*s* 4*d*; 25-9, 2*s* 8*d*.....	5	16	8		
	24 cov'd chambers, 6, 2*s* 1½*d*.....	2	11			
	12 soap boxes, 1*s* 6*d*.....		18			
241	6 brush trays, 1*s* 6*d*.....		9			
	1½ doz. mugs, 1-24, ½-30, 9*s* 6*d*.....		14	3		
	10 doz. unhandl'd London teas, 5*s*.....	2	10			
					12	18 11
	12⅓ doz. handled Irish teas, 7*s*.....	4	7	6		
	12½ doz. unhand. do 6*s*.....	3	15			
	12½ doz. handl'd London teas, 6*s*.....	2	15			
	12½ doz. unhand. do 5*s*.....	3	2	6		
					15	
					£485	9 2

Charges :

To dock and town dues, £1 2*s*; custom stamp, 1*s* 6*d*...	1	3	6			
freight on 20 cases, £6 12 2; 55 crates. £17 1 11	23	18	1			
cartage and porterage on 20 crates.....		16	8			
75 crates and straw, at 12*s*	45					
commissions on £485 9*s* 2*d* at 2½ per cent.....	12	2	9			
				83	1	
Due in cash 30 September, 1861.....				£568	10	2

Liverpool, 3d October, 1861.
E. E. CHARLES HILL.

114 H. H. E.

Invoice of 52 bales and one package blankets, shipped by Charles Hill on board the British ship Cheshire, James Craig master, bound for Nassau, consigned to order on account and risk of Messrs. W. Battersby & Co.

[L.] C. S.	100 pc's white denin twills, 50 by 72, 4, 9, 4*s*. 2	20	16	8		
	2 pc's 6-4 course Witney, 2 1 2*s*. 6.....		5	1		
1 3 2 26	Canvass rope, &c.....		10			
					21	11 9
2 3 2 26	The same.....				21	11 9

3	3	2	26	do				21	11	9
4	3	3	1	do				21	11	9
5	3	3	5	do				21	11	9
242										
6	3	2	24	do				21	11	9
7	3	3	2	do				21	11	9
8	3	3	23	do				21	11	9
9	3	3	12	do				21	11	9
10				do				21	11	9
				100 pieces white Union twills, 52 by 74, 98, 4*s* 8½*d*...		23	8	9		
				2 pc's 6-4 coarse 2-91, 2*s* 6½*d*.....			5	1		
11	4	0	20	Canvas rope, &c.....			10	6		
									24	4	4
12	4	0	22	The same.....					24	4	4
13	4	0	22	do.....					24	4	4
14	4	0	25	do.....					24	4	4
15	4	0	0	do.....					24	4	4
16	4	0	14	do.....					24	4	4
				50 pc's Union Mackinaws, 15 by 68, 5 8 91, 6*s* 8¾*d*.....		16	16	5		
				2 pc's 6-4 coarse Whitney, 2 91, 2*s* 6½*d*.....			5	1		
17	2	2	1	Canvas rope, &c.....			7			
									17	8	6
18	2	2	4	The same.....					17	8	6
19	2	2	5	do.....					17	8	6
20	2	2	7	do.....					17	8	6
21	2	2	0	do.....					17	8	6
22	2	2	4	do.....					17	8	6
				Amount carried forward.....					£465	14	6

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				Amount brought forward.....				465	14	6
				50 pc's blue gray blk'ts, 56 by 76, 6, 5*s*...		12	10			
23	2	3	10	Canvas rope, &c.....		7	6			
								12	17	6
24	2	3	0	The same.....				12	17	6
25	2	2	14	do.....				12	17	6
26	2	3	0	do.....				12	17	6
243										
				50 p'r brown grey blankets, 60 by 88, 5*s*. 1¼..		12	15	2		
27	3	0	20	Canvas, rope, &c.....			8			
								13	3	2
28	3	8	0	The same.....				13	3	2
				50 p'r blue grey bl'k'ts, 60 by 80, 7, 5*s*. 10..		14	11	8		
29	3	0	26	Canvas, rope, &c.....			8			
								14	19	8
30	3	0	18	The same.....				14	19	8
				50 p'r Belt'o brown grey bl'k'ts, 60 by 80, 8, 9*s*. 2.....		22	10			
31	3	2	24	Canvas, rope, &c.....			9	3		
								22	19	3
32	3	2	22	The same.....				22	19	3

				5 p'c's, 40 p'r union duff bl'k'ts, 70 by 77, 56, 91, 8s			16		
33				2 p'r union twills, 3 8 $\frac{3}{8}$			7	4	
				Canvas, rope, &c			8	3	
									16 15 7
34	2	2	18	The same					16 15 7
35	2	2	20	do					16 15 7
36	2	2	27	do					16 15 7
37	2	2	10	do					16 15 7
38	2	2	20	do					16 15 7
39	2	2	20	do					16 15 7
40	2	2	10	do					16 15 7
41	2	2	12	do					16 15 7
42	2	2	16	do					16 15 7
43	2	2	14	do					16 15 7
44	2	2	20	do					16 15 7
45	2	2	18	do					16 15 7
46	2	2	20	do					16 15 7
				Amount brought forward					£854 6 10

116 H. H. E.

				Amount brought forward					£854 6 10
47	2	2	16	The same as No. 33					16 15 7
244									
48	2	2	12	do					16 15 7
49	2	2	20	do					16 16 7
50	2	2	18	do					16 15 7
51	2	2	14	do					16 15 7
52	2	2	16	do					16 15 7
		1–10		2 p'r whole union twills, 51 by 72, 4 91 4–2			8	4	
		11–16		2 do. 52 by 74, 4 4–8			9	4 $\frac{1}{2}$	
		17–22		2 do. Mackinaw, 56 by 78, 5 8 6–8 $\frac{3}{4}$			13	5 $\frac{1}{2}$	
		23–26		2 blue grey bl'k'ts, 56 by 76, 6 5 $\frac{1}{2}$			10		
		27–28		1 brown do. 60 by 80, 7			5	1 $\frac{1}{4}$	
		29–30		1 blue do. do. 7			5	10	
		31–2		2 betty brown grey bl'k'ts, 60 by 80, 8 9			18		
		35–32		1 union duffin., 70 by 77, 56 91			8		
				1 7–4 coarse, 3 91			3	10	
				Canvas, &c			1	4	
									4 3 3
									£959 3 7
				Charges:					
				To dock and town dues, 17s. 4; custom stamps, 1s. 6			18	10	
				Freight, per R. way, 9 3 9; cart'g and port'ge, 2 4 2			11	7	11
				Commissions, at 2 $\frac{1}{2}$			23	19	7
									36 6 4
				Due in cash 25 September, 1861					£995 9 11

Liverpool 4th October, 1861.
E. E.

CHARLES HILL.

245 District court of the United States for the southern district of New York.

In the matter of the Cheshire and her cargo, taken as prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Nathan B. Heath, being duly sworn, deposes and says that he is acting master of the United States steamer Augusta, Captain E. G. Parrott; that he arrived in the harbor of New York City in charge, as prize master, of the prize ship Cheshire; that the said ship was taken as a prize by the said U. S. steamer Augusta about 12 o'clock m., on the sixth instant, off Savannah Bar; that he was present at and saw the capture; that on her first appearance she was standing off shore under easy sail; that on discovering us she tacked and stood in shore; that she stood on that course until we fired across her bow, when she hove back. We then ran across her stern and spoke her, and asked the captain where he was bound. He said he was bound to Charleston. We then sent the first lieutenant in command of a boat
246 and boarded her. I went in the boat. The captain of the Cheshire handed to the lieutenant in command his vessel's papers, which deponent examined at the time, and the papers now presented to the prize commissioners are the same papers then found on board and are as follows:

Eight bills of lading marked, in red ink, by the commissioner, No. 1 to 8, inclusive; dock officer's certificate, marked A; custom-house certificate, marked B; two little slips of paper, attached to the latter, marked C & D; clearance, E; manifest, F; mutilated letter, signed Charles Hill, marked G; British register, marked H; log-book, L; crew list, marked in red, I; board of trade regulation, K.

Deponent, after returning on board the Augusta, was ordered by Capt. E. G. Parrott, in command of the U. S. steamer Augusta, to proceed on board the Cheshire with a prize crew, and take her to New York, and deliver the papers to the United States district judge, and report her arrival to the com'r of the navy yard, and wait the order of the prize commissioners. That
247 deponent arrived here this day, and his vessel is now at the navy-yard, and the papers are herewith delivered to the prize commissioner and marked as above stated.

That deponent has delivered to the prize commissioners each and every document, paper, and writing received by him relating to the aforesaid captured property, in the same state and condition in which he received them, without any "fraud, subduction, or embezzlement," and without any additions or alterations whatever, and he does not know, nor does he believe, that any of the documents, papers, and writings so received are missing or wanting.

The deponent further says that if, at any time hereafter, and before the final condemnation or acquittal of the said captured property, any further or other papers relating thereto shall be found or discovered to his knowledge, they shall be delivered up or information thereof given to the prize commissioners of this district, or to this court.

NATHAN B. HEATH.

Subscibed and sworn to before me this 19th day of Dec'r, 1861.
HENRY H. ELLIOTT, *U. S. Prize Com'r.*

248 No. 1 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, in and upon the good ship or vessel called the Cheshire, whereof James Craig is master for this present voyage, now lying at the port of Liverpool, and

bound for Nassau, to say: One package stationary, thirty-eight casks of pickles, one bale bunting, one case of samples earthenware, two packages blankets, being marked and numbered as in the margin, and are to be delivered in the like order and condition, at the port of Nassau, (all and every the dangers and accidents of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 40*s.* (forty shillings) per cask, bale, case or package, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date, one of which being accomplished, the other to stand void.

[W B & Co] 3. 1 package stationary.
[W B] 1-38. 38 casks pickles.
[L] C S. 1 bale bunting.
[W B] C S. 1 case samples earthenware.
Samples No. I. [W B] C S. samples [W B] C S. samples 3-60. 2 packages blankets.

Dated in Liverpool the 7th day of October, 1861.

JAMES CRAIG.

No. 2 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say: 1 case containing pins and needles, 1 case containing books, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80*s.* (say eighty shillings) per case, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date, one of which being accomplished, the other to stand void.

[W B & Co] C S. 306. 1 case pins and needles.
[W B & Co] C S. 504. 1 case books.

Dated in Liverpool the 7th day of October, 1861.

JAMES CRAIG.

No. 3 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say: 1 barrel gelatine, 2 boxes cotton twist, 2 cases drugs, 2 cases stationary, 5 bales twine, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80*s.* (say eighty shillings) per box, case, or bale, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to 5 bills of lading, all of this tenor and date, one which being accomplished, the others to stand void.

[S C] 1. 1 barrel gelatine.
[L] C S. 101-102. 2 boxes cotton twist.
[W B] C S. 60-61. 2 cases drugs.
[W B & Co] ½. 2 cases stationary.
[X.] 1-5. 5 bales twine.

Dated in Liverpool the 5th day of October, 1861.

JAMES CRAIG.

No. 4 H. H. E.

249 Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James

Craig is master, now lying at the port of Liverpool, bound for Nassau, to say: sixty bales of blankets, six bales hosiery, one bale counterpanes, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 80*s.* (say eighty shillings) per bale, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

[L] C S, 1-6, 60 bales blankets.
[W B & Co] C S, 301, 303, 307, 308, 6 bales hosiery, [W B & Co] S, 700.
[W B & Co] C S, 1 bale counterpanes, 305.

Dated in Liverpool the 5th day of October, 1861.

JAMES CRAIG.

No. 5 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, bound for Nassau, to say: seven hundred and twenty-one bags of Rio coffee, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (say five shillings) per bag, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

M—1, 44
M—2, 127
M—5, 112
M—6, 113
M—8, 130
M—11, 94
M—12, 101-721, bags coffee.

Dated in Liverpool the 25th day of September, 1861.

JAMES CRAIG.

No. 6 H. H. E.

250 Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, bound for Nassau, to say: four thousand sacks of salt, contain'g four hundred tons, being numbered and marked as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 30*s.* (say thirty shillings) per ton, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

4,000 sacks of salt.

Dated in Liverpool the 25th day of September, 1861.

JAMES CRAIG.

No. 7 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, bound for Nassau, to say: 500 boxes coke terne plate, being marked and numbered as in the margin, and are to be delivered in the like good order and condition at the port of

IC 333, 14-20, Budd's patent.
IX 167, Budd's patent.
500 boxes coke terne plates.

Nassau, (the dangers of the seas only excepted,) unto order or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (say five shillings) per box, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated Liverpool the 2d day of October, 1861.

JAMES CRAIG.

251 No. 8 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say:

I C, 333, E V, 14x20.
IX, 167.
500 boxes charcoal tin plates.

five hundred boxes charcoal tin plates, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order, or to its assigns, he or they paying freight for the said goods at the rate of 5*s.* (say five shillings) per box, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in Liverpool the 22d day of October, 1861.

JAMES CRAIG.

252 No. 9 H. H. E.

Shipped in good order and condition, by Charles Hill, of Liverpool, on board the good ship or vessel called the Cheshire, whereof James Craig is master, now lying at the port of Liverpool, and bound for Nassau, to say:

W B.
C S, 75 crates.

seventy-five crates earthenware, being marked and numbered as in the margin, and are to be delivered in the like order and condition at the port of Nassau, (the dangers of the seas only excepted,) unto order, or its assigns, he or they paying freight for the said goods at the rate of fifty shillings per crate, with primage and average accustomed. In witness whereof, the master or purser of the said vessel hath affirmed to five bills of lading, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated in Liverpool the 25th day of September, 1861.

253 A H. H. E.

Deposit settled.—Ship Cheshire from Savannah.

672 tons at 1*s* 6 per ton	£50	8*s.*	
Stage	1	0	
			£51 8*s.*
Less deposit No. 23			44 0
To receive			£7 8*s.*

Date, 5 Oct., 1861, received £7 8*s.* 0*d*, balance of tonnage dues.

[STAMP.] WM. MASON, *Per Dock Officer.*

B H. H. E.

[STAMP.] (112) 14,189.

CUSTOM-HOUSE, LIVERPOOL,
5 *day Oct.*, 1861.

These are to certify that Mr. Craig, m'r of the Cheshire, official number

(here insert whether master or agent for) of 672 tons register, of Liverpool, from Nassau, by ————, hath paid the sum of six pounds nine shillings — pence for light, &c., duties for the said voyage, as understated.

(Signature.) W. MASON, *for Collector.*

	Rate.	Amount.
General coast lights, per ton per vessel	5 12 8	
Local lights, per ton per vessel	6	
		16 2 6
By order in council, dated 25 July, 1861, abatement 60 per cent., to take effect on and after 1st October next.		9 13 6
Nett amount.....		6 9

254 Duties last paid at L'pool on the fifth day of Oct., 186 .

It is particularly requested that this information be inserted.

When two or more courses are open to a vessel, it is requested that the one taken be specified.

C H. H. E.

1861, B'NAMOORE DOCK.

The owners of the ship Cheshire to overtime.

	£	*s.*	*d.*
Sept. 14. T. Burman.....	1	0	6
" 16. T. Hutchinson.....	1	0	6
" " T. Harris	2	1	0
" 17. W. Quinn	1	0	6
" " T. Whiting	2	1	0
		3	6

5448.

3–6. T. PLIMPTON.
7–10–61. 5 Oct., 161.
E. OSBORNE.

D H. H. E.

Cheshire, Nassau.
1861. Sept. 16, 5–6, 1 hour.
" 17, 5–6, 1 hour.

T. Samson Scanlin, 1 hour.....	1	3
2039, 1 hour.....	1	3
	2	6

2–6.
71 ea. 161.
J. BRONE. J. SCAMMON.

255 E H. H. E.

[STAMP.] AA.—Foreign-going ship No. 200, sanctioned by the board of trade May, 1855, in pursuance of 17 and 18 Vict., 104. Certificate for clearance outward.

Name of master, James Craig; name of ship, Cheshire; official No., 42,627; port belonging to, Liverpool; registered tonnage, 672; port of departure, Liverpool; destination of voyage, Halifax or Nassau; payments, fees, £2 0*s.* 0*d.*

I certify that the above-named master has engaged his crew before me,

and has produced the certificates of himself and of such of the mates as are required to produce certificates, and has made the above-mentioned payments, *or has otherwise complied with the provisions of the statutes in that behalf.*

Dated at Liverpool 30 day of Sept., 1861.

A. C. MOTT, *Shipping Master.*

NOTE.—The words in italics relate to the cases of running agreements, and to cases in which no fee is payable.

F H. H. E.

Manifest of ship Cheshire for Nassau.

256 721 bags coffee; 4,000 bags salt; 38 casks pickles; 75 crates earthenware; 2 cases and 1 package stationery; 5 bales twine; 61 bales and 1 package of blankets; 2 cases cotton twist; 1 case needles and 1 case pins; 500 boxes coke tin plates; 500 boxes charcoal tin plates; 2 cases drugs; 1 bale bunting; 6 bales hosiery; 1 barrel gellatine; 1 imp. samples earthenware; 1 bale counterpanes; 1 case boots and shoes.

G H. H. E.

LIVERPOOL, 8*th Oct.*, 1861.

Captain James Craig:

DEAR SIR: Herewith you have manifest and bills of lading for the British ship Cheshire, bound for Nassau under your command. Inasmuch you are at liberty to call off the latter port, and go in, provided there is no blockade; but on no account whatever are you to attempt to enter a blockaded port. The policy of insurance, upon both ship and cargo, is very stringent, and runs thus: "Warranted free form all attempts at capture, seizure,
257 or detention, and all consequences of hostilities; and also from any hostile or illegal act or acts of the United States federal government, or people thereof, or of the government of any seceding or revolting State or States of the American Union; and should the ship be captured, seized, or detained, this policy to be void."

You will strictly adhere to the above. In case the blockade is not raised, proceed to Nassau, and remain until you receive orders from Messrs. Wm. Battersby & Co., of Savannah.

I remain yours, truly,

CHARLES HILL.

Endorsed: Captain James Craig, ship Cheshire.

H H. H. E.

Form No. 9, sailing ship, certificate of British registry.

Signal letters, T. K. N. R.; official number of ship, 42,627; port number, 193; dated of registry, 30 August, 1861; name of ship, Cheshire; British or foreign built, foreign built at Nobleboro, State of Maine, in the United States of America, in the year 1848; foreign name was "Mon-
258 terey;" port of registry, Liverpool; how propelled, by sails; number of decks, two and a break; number of masts, three; rigged, ship; stern, square; build, carvel; galleries, none; head, billet; framework, wood.

Measurement.

	Feet.	Tenths.
Length from the forepart of stem, under the bowsprit, to the aft side of the head of the sternpost	139	2
Main breadth to outside blank.....	31	2

Depth in hold from tonnage deck to ceiling at midships 21 3

Name and address of builder, ——.

Tonnage.

	No. of tons.
Tonnage under tonnage deck	639.13
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks	
Break	9.09
Round house	24.19
Other inclosed spaces, if any, naming them, midship house for crew not charged	
Total register tonnage	672.41

259 I, the undersigned register of the port of Liverpool, hereby certify that the ship, the *the* description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that James Craig, whose certificate of competency of service is No. 27,338, is the master of the said ship, and that the name, residence, and description of the owner, and number of sixty-fourth shares held by , are as follows:

Name, residence, and occupation of the owner, Joseph Battersby, of Manchester, in the county of Lancaster, merchant; number of sixty-fourth shares, sixty-four, (64.)

Dated at Liverpool the thirtieth day of August, one thousand eight hundred and sixty-one.

S. PIERCE EDWARDS, *Registrar.*

NOTICE.—A certificate of registry, granted under the "merchants' shipping act, 1854," is not a document of title; it does not necessarily contain notice of all change of ownership, and in no case does it contain any official record of mortgages affecting the ship.

I H. H. E.

Agreement for foreign-going ship; copy, Liverpool, 24; executed in 1 folio. Stamp (A.) Amount of fee, £2, sanctioned by the board of
260 trade, August, 1860, in pursuance of 17 & 18 Vict., c. 104.

Name of ship, Cheshire; official number, 42,627; port of registry, L'pool; port number and date of register, 193, 30 Aug't, 1861; registered tonnage, 672; managing owner, name, J. Battersby; address, state No. of house, street, and town, 88 Pitt street, L'pool; date and place of shipment first; signature of agreement, including name of shipping office.

30 Sept., 1861, L'pool.

Scale of provisions to be allowed and served out to the crew during the voyage

	Bread. lb.	Beef. lb.	Pork. lb.	Flour. lb.	Peas.	Tea.	Coffee. oz.	Sugar. oz.	Water. qts.
Sunday	1	1½	.....	1½	.....	½	½	2	3
Monday	1	.....	1½	.....	½	½	½	2	3
Tuesday	1	1½	.....	1½	.....	½	½	2	3
Wednesday	1	.....	1½	.....	½	½	½	2	3
Thursday	1	1½	.....	1½	.....	½	½	2	3
Friday	1	.....	1½	.....	½	½	½	2	3
Saturday	1	1½	.....	1½	.....	½	½	2	3

261 *Substitutes.*

1 oz. coffee or cocoa or chocolate may be substituted for ¼ oz. of tea; mo-

lasses for sugar, the quantity to be one half more. 1 lb. of potatoes or yams, ½ lb. flour or rice, ⅓ pint of peas, or ¼ pint of barley may be substituted for each other. When fresh meat is issued, the proportion to be 2 lbs. per man per day, in lieu of salt meat, flour, rice, and peas. Beef and pork may be substituted each for the other.

4. Here any stipulation for changes or substitution of one article for another may be inserted.

N. B.—The board of trade do not interfere as to the quantities of provisions to be supplied.

The several persons whose names are hereto subscribed, and whose description are contained below, and of whom 7 are engaged as sailors, hereby agree to serve on board the said ship in the several capacities expressed against their respective names, on a voyage from Liverpool to Halifax or Nassau, N. P., thence (if required) to any ports and places in British North America, United States and West Indies, and back to final port of discharge in the United Kingdom, the term not to exceed 12 months. And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and
262 to be obedient to the lawful commands of the said master, or any person who shall lawfully succeed him, and of their superior officers in everything relating to the said ship and the stores and cargo thereof, whether on board, in boats, or on shore, in consideration of which services to be duly performed, the said master hereby agrees to pay *to* to the said crew as wages the sums against their names respectively expressed, and to supply them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement or wilful or negligent destruction of any part of the ship's cargo or stores, shall be made good to the owner out of the wages of the person guilty of the same. And if he enters himself as qualified for a duty which he proves incompetent to perform, his wages shall be reduced in proportion to his incompetency. And it is also argeed that the regulations authorized by the board of trade, which in the paper annexed hereto are numbered 1 to 22, 2 are adopted by the parties hereto, and shall be unaltered as embodied in the agreement. And it is also agreed that if any member of the crew consider himself to be agrieved by any breach of the agreement or otherwise, he shall represent the same to the master or officer in
263 charge of the ship in a quiet and orderly manner, who shall thereupon take such steps as the case may require. And it is also agreed that 3 the crew shall consist of mate, steward, 6 seamen, 1 ordinary and 1 boy. No grog allowed.

In witness whereof, the said parties have subscribed their names hereto, on the days against their respective signatures mentioned.

Signed by James Craig, master, on the 30th day of Sept., 1861.

1. Here the voyage is to be described, and the places named at which the ship is to touch, or if that cannot be done, the general nature and probable length of the voyage is to be stated.

2. Here are to be inserted the numbers of any of the regulations for preserving discipline lettered R, issued by the board of trade, which the parties agree to adopt. If any of them are so adopted, a copy of the regulations is to be kept annexed to the agreement.

3. Here any other stipulations may be inserted to which the parties agree and which are not contrary to law.

5. The authority of the owner or agent for the allotments mentioned before is in my possession.

——— ———, *Shipping Master.*

5. This is to be filled up *is* such authority has been produced.

Date and place of discharge from such ship.		Date and place of joining this ship.		In what capacity engaged, and, if mate, No. of his certificate (if any.)	Time at which he is to be on board.	Amount of wages per calender month, share or voyage.	Amount of wages advanced on entry.	Amount of months' allotment.	Shipping masters' signatures or initials.
				Mate, 53,330.	7 a. m.	£ s. d	£ s. d.	£ s. d.	
5 Aug	L'pool	30 Sept.	L'pool	Ben	2 Oct	6 0 0	3 0 0		F. Cushing.
12 July	L'pool	30 Sept.	L'pool	St'd.	2 Oct	5 0 0			F. C.
12 July	L'pool	30 Sept.	L'pool	Cook	2 Oct	5 0 0			F. C.
Aug	L'pool	30 Sept.	L'pool	Seaman	2 Oct	1 15 0	1 15 0		F. C.
11 Sept.	Rotterdam	30 Sept	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
27 June	London	30 Sept	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
Nov., '60	London	30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
		30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
22 Aug	Chatham	30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
24 May	L'pool	30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
								Not on board	F. C.
17 Sept	Grenock	30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
16 Aug	L'pool.	30 Sept.	L'pool	Seaman	2 Oct	2 10 0	2 10 0		F. C.
30 Jan'y	Remsom	30 Sept.	L'pool	Boy	2 Oct	2 00 0	2 10 0		F. C.

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Signatures of crew.	Age.	Town and county where born.	Ship in which he last served, official No. and port she belonged to, or other employment.
Henry Dawson.....	38	Essex	Culloden, Greenock.
Alonzo Cummings.....	46	N. York.....	Cheshire, L'pool.
Francis Smith.....	29	Hamburg	Cheshire, L'pool.
George Thornton.....	17	London	Canada, L'pool.
Jacques × Jose.....	40	Lisbon.....	Victoria, London.
John Ward.....	22	L'pool	Coberfeigh, Iverness.
Andrew × Mitchell....	26	Greece.....	Germania, Halifax.
Joseph Coventry.....	29	L'pool	American ship.
William Jones.....	23	L'pool	Wm. Kidderton, Glasgow.
Frank × Cain.....	28	Sweden	Hope, Liverpool.
Joseph Watt.....	32	Glasgow	Ino, Quebec.
George Maurer.....	30	Lincoln	Olivia, L'pool.
William Gill.....	18	Isle of Man.....	William, Isle of Man.

266 Place for signature and description of substitutes.

Note.—Here the entrés are to be made as above, except that the signature of the consul or vice-consul, officer of customs, or witness before whom the man is engaged, is to be substituted for that of the shipping master.

Peter Bloomfield; 25; Elsinore; Duke of Newcastle; 3 Oct, L'pool; L'pool, 9 Oct.; 2 10; 2 5; E. Taylor.

Account of apprentices on board:

Christian and surnames of the apprentices at length.
Date of registry of indenture.
Port at which indenture was registered.
Date of registry or assignment, if any.
Port at which assignment (if any) was registered.

Note.—Any erasure, interlineation, or alteration in the agreement, except in the case of substitutes, will be void, unless attested by some shipping master, officer of customs, consul or vice-consul, to be made with the consent of the persons interested.

This agreement must be delivered to the shipping master within forty-eight hours after the ship's arrival at her final port of destination in the United Kingdom.

I declare to the truth of the entries in this agreement delivered to the shipping master at , on the day of , 186 .

———, *Master.*

267 K H. H. E.

Stamp R, sanctioned by the Board of Trade, May, 1855.

Regulations for maintaining discipline, sustained by the Board of Trade, in pursuance of the merchant's shipping act, 17 and 18 Vict., c. 104.

These regulations are distinct from, and in addition to, those contained in the act, and are sanctioned, but not universally required by law. All or any of them may be adopted by agreement between a master and his crew, and thereupon the offences specified in such of them as are so adopted will be

legally punishable by the appropriate fines as punishments. These regulations are all numbered, and the number of such of them as are adopted must be inserted in the space left for that purpose in the agreement, and a copy of these regulations must be made to correspond with the agreement, by erasing such of the regulations as are not adopted, and must be then attached to, and kept with, the agreement which the master of the ship takes to sea with him.

For the purpose of legally enforcing any of the following penalties, the same steps must be adopted as in the case of other offences punishable under the act; that is to say, a statement of the offence must, immediately after its commission, be entered in the official log-book, by the direction
268 of the master, and must at the same time be attested to be true, by the signatures of the master and the mate, or one of the crew, and a copy of such entry must be furnished, or the same must be read over to the offender before the ship reaches any port, or departs from the port at which she is, and an entry that the same has been so furnished or read over, and of the reply, if any, of the offender, must be made and signed in the same manner as the entry of the offence. These entries must, upon discharge, be shown to the shipping master before whom the offender is discharged, or, in the case of a home trade, to some shipping master at or near the place where the crew is discharged; and if he is satisfied that the offence is proved, and that the entries have been preperly made, the fine must be deducted from the offender's wages, and paid over to the shipping master.

If, in consequence of subsequent good conduct, the master thinks fit to remit or reduce any fine upon any member of his crew, which has been entered on the log, and signifies the same to the shipping master, the fine shall be remitted or reduced accordingly. If wages are contracted for by the voyage, or by share, the amount of the fines is to be ascertained in the
269 manner in which the amount of forfeiture is ascertained in similar cases under sect. 252.

Offence.	Amount of fines or punishment.
1. Not being on board at the time fixed by the agreement	Two days' pay.
2. Not returning on board at the expiration of leave.	One day's day.
3. Insolent or contemptuous language or behavior towards the master or any mate	One day's pay.
4. Striking or assaulting any person on board or belonging to the ship	Two days' pay.
5. Quarreling, or provoking to quarrel	One day's pay.
6. Swearing or using improper language	One day's day.
7. Bringing or having on board spirituous liquors	Three days' pay.
8. Carrying a sheath-knife	One day's pay.
9. Drunkenness, first offence	2 days' ½ allowance of provisions.
do. second offence	Two days' pay.
10. Neglect on the part of the officer in charge of the watch to place the lookout properly	Two days' pay.
11. Sleeping, or gross negligence while on the lookout	Two days' pay.
12. Not extinguishing the lights at the time ordered.	One day's pay.
13. Smoking below	One day's pay.
270 14. Neglecting to bring up, open out, air bedding when ordered	Half a day's pay
15. (For the cook) not having any meal of the crew ready at the appointed time	One day's pay

16. Not attending divine service on Sunday, unless prevented by sickness or duty of the ship..... One day's pay.
17. Interrupting divine service by indecorous conduct..... One day's pay.
18. Not being cleaned, shaved, and washed on Sundays..... One day's pay.
19. Washing clothes on Sunday..... One day's pay.
20. Secreting contraband goods on board with intent to smuggle..... One month's pay.
21. Destroying or defacing the copy of the agreement which is made accessible to the crew..... One day's pay.
22. If any officer is guilty of any act, or default, which is made subject to a fine, he shall be liable to a fine of twice the number of days' pay which would be exacted for a like act or default from a seaman, and such fine shall be paid and applied in the same manner as other fines.

271 District court of the United States, southern district of New York.

THE UNITED STATES, &c., *vs.* THE SHIP CHESHIRE, &c., AND HER CARGO. } In prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States, for the southern district of New York:

The petition of intervention of E. G. Parrott, commander, and of the officers and crew of the United States vessel-of-war, the "Augusta," respectfully represents:

That they were the naval captors of the prize property which has been sent in for adjudication herein by this honorable court, and as such are equally interested with the libellants therein.

They aver that all and singular the facts set forth and contained in the libel herein are true and correct, and they join in the prayer thereof for the decree of this court for the condemnation of said captured property as lawful prize of war.

And these intervenors do further pray that after said decree shall have been duly rendered, and the said property shall have been duly sold
272 pursuant thereto, or to interlocutary order that this honorable court will proceed to render a final decree of division and distribution of the proceeds of such sale, after deducting therefrom the costs of these proceedings upon the report of the prize commissioners, and pursuant to the provisions of the statutes of the United States.

Jan'y 17th, 1862.

F. H. UPTON,
Proctor & advocate for naval captors.

Endorsed: 17, 51, dist. court of the United States. The United States, &c. vs. the ship Cheshire and cargo. Intervention of naval captors. F. H. Upton, proctor.

Filed April 4th, 1862.

273 At a stated term of the district court of the United of America for the southern district of New York, held at the U. S.

court-rooms, in the city of New York, on Thursday, the 24th day of April, in the year of our Lord, 1862.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES, &c.,
vs.
THE SHIP CHESHIRE AND HER CARGO, taken as prize.

On reading and filing the report of the prize commissioners upon the condition of the prize property in controversy in this suit (made under the act of Congress passed 25th March, 1862,) whereby it appears, among other things, that the said property has been for a long time and still is subject to continued charges and expenses, and that the same is deteriorating in value; that some portions of the cargo are perishable, and that it is for the interest of all concerned that the said property should be sold:

Now therefore, after due consideration of the facts stated in said report, and the conclusions of the said prize commissioners, and being satisfied therewith, it is ordered that the aforesaid vessel and cargo be sold by the United States marshal of this district, at public auction upon due notice of the time and place of such sale being published as required
274 by law, and the course and practice of this court, and that he immediately make return to this court of the sale and of his proceedings under this order and deposit the proceeds of such sale in the registry of this court, to abide the further order of this court in the premises.

And it is further ordered that prior to such sale the said property be examined and the value thereof ascertained and appraised by and under the direction of the said prize commissioners, who for that purpose are authorized to call before them and to examine upon oath or affirmation any person touching any matter or thing which they may deem material in ascertaining the value of such property, and that the said prize commissioners do report in writing to this court the value of such property so by them appraised, which appraisement and report shall be made and filed before the sale above ordered shall take place.

SAM'L R. BETTS.

Endorsed: 17, 51 In prize. The U. S. district court. The United States, &c., *vs.* the ship Cheshire and her cargo, taken taken as prize. Order of sale and appraisement.

Filed April 28, 1862.

275 U. S. district court.

THE UNITED STATES, &c.,
vs.
THE SHIP CHESHIRE AND HER CARGO, taken as prize.

SIR: Please take notice that on the report of the U. S. prize commissioners, and appraisement and affidavit hereto annexed, and of which copies are herewith served upon you, I shall apply to his hon. Samuel R. Betts, judge of the district court of the United States, for this district, on Thursday, May 15th, at 11 o'clock in the forenoon, or as soon thereafter as I can be heard, for an order directing the sale of the above vessel and cargo, and for such other and further order as to the court shall seem just and proper.

Dated New York, May 10th, 1862.

Yours, &c., E. DELAFIELD SMITH, *U. S. District Att'y.*

To CHARLES EDWARDS, Esq., *Proctor for cl'ts.*

276 United States district court.

THE UNITED STATES, &c.,
vs.
THE SHIP CHESHIRE AND HER CARGO, taken as prize.

To the Honorable Samuel R. Betts, judge of the district court of the United States, within and for the southern district of New York:

The undersigned, prize commissioners of said district, report to this court: That in pursuance of an act of Congress entitled "An act to facilitate judicial proceedings in ajudications upon captured property, and for the better administration of the law of prize," passed March 25, 1862, they have examined into the situation and condition of the aforesaid vessel and cargo in order to ascertain if the same is perishing or perishable and deteriorating in value."

That as appears from the ship's papers found on board at the time of capture and from the depositions taken "in preparatorio," all of which are on file in the office of the clerk of this court, the cargo consists of
277 721 bags coffee, 4,000 bags of salt, 1,000 boxes tinplate and a small lot of various articles of merchandize.

That it was put on board the vessel at Liverpool, England, in the months of September and October last; that the vessel and cargo were afterwards captured off Savannah Bar on the 6th day of December and brought into this district, where the same arrived in the month of December last, and were taken by the marshal under process issued out of this court into his custody, and have ever since remained in his custody or under his control; that the vessel is lying at the dock in front or near the Atlantic Stores, Brooklyn, and is and has been ever since her arrival subject to charges for wharfage and keeper's fees, and if not coppered is suffering from exposure to worms. That as far as can be ascertained there is no insurance on either vessel or cargo, which will enure in case of loss to the benefit of the captors.

That the expenses for wharfage, keeper's fees and otherwise connected with the custody and safe-keeping of the vessel and cargo are already large, and the same are daily increasing. That a portion of such cargo is perishable, having an inherent tendency to decay or destruction.

278 That although this cause has been heard preliminarily, yet from the best information the commissioners can obtain, it is uncertain how soon it will be brought to a hearing for a final decree, and it is also uncertain whether or not the parties will submit to the decree of the court.

Under all the circumstances of this case the commissioners are of the opinion that the property is perishing; that it is at least perishable, if not actually deteriorating in value, heavy charges accumulating thereon, and that it is for the best interest of the parties concerned to have the same sold under an interlocutory order of this court, and the proceed brought into court as provided by the act above referred to.

All of which is respectfully submitted.

New York, 22d April, 1862.

E. H. OWEN.
HENRY H. ELLIOTT.

United States district court, southern district of New York.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE AND CARGO. } In prize.

279 We, the undersigned, having been duly appointed and sworn as appraisers to appraise the value of the ship Cheshire, her tackle, &c., and

cargo, and to report to this court our opinion in relation thereto as to whether they are perishable or perishing, and as to whether a sale of the same is necessary to the preservation of the said vessel and cargo or any part thereof, do report that we have examined the said ship Cheshire and cargo, and a large portion of the latter is perishable; and do find that it is advisable to recommend the sale of both ship and cargo. That the ship is worth the sum of eight thousand and five hundred dollars..... 8,500 00
And her cargo forty-three thousand one hundred and thirty-five dollars and fifty cents..... 43,135 50

$51,635 50

CYRUS CURTISS.
E. B. SEAMAN.

Dated New York, January 28, 1862.

All of which is respectfully submitted.

CYRUS CURTISS.
E. B. SEAMAN.

280 District court of the United States, southern district of New York.

THE UNITED STATES, &c.,
vs.
THE SHIP CHESHIRE AND HER CARGO. } In prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Walter S. Gove, being duly sworn, says that he is one of the firm of Ward & Gove, partners in business of storage at the Union Stores in Brooklyn; that deponent's firm has had the custody of the cargo of the vessel in the above-entitled cause ever since it was brought in for adjudication, and the vessel lay at the Union Stores wharf until a short time since, when she was removed to the Atlantic dock.

Deponent further says that, in his opinion, it would have been for the interest of those who may be ultimately entitled to receive the proceeds of said cargo, had the same been sold upon its arrival in port, for a large portion of it is perishable in its nature, and has been and still is undergoing constant deterioration in intrinsic value, and this without considering at all changes in the market value.

281 Included in this cargo is a large quantity of army blankets, shirts, cloths, &c., which at this season, and in their present condition, are certain of being destroyed by moths, if allowed to remain; and there are also large quantities of provisions, flour, bread, pork, molasses, coffee, &c., which must, from their own nature, be greatly diminished and still diminishing in actual value; and such, to a greater or less extent, is the condition of the entire cargo.

With regard to the vessel, deponent says that in addition to the charges and expenses of wharfage and keeping, she is necessarily undergoing that deterioration in value which no watchfulness can prevent a vessel from suffering, by exposure to the elements while lying inactive and unused at the wharf or pier; and deponent says that, in his opinion, the best interests of the parties who are to be the ultimate recipients of the prize property or the proceeds herein, will be consulted by the sale of said vessel, as well as of the said cargo.

WALTER S. GOVE.

Sworn to before me this 22d day of April, A. D. 1862.

[SEAL.]

EDWARD J. McGEAN.
Notary Public.

282 Endorsed: 17, 51. U. S. district court. The United States, &c., *vs.* the ship Cheshire and cargo, taken as prize. Prize comm'rs' report and notice of motion for sale of cargo and vessel as perishable.

Service of a copy of within papers is admitted.

CHAS. EDWARDS.

New York, May 12, 1862.

Filed April 28, 1862.

283 At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Friday, the ninth day of May, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES OF AMERICA
vs.
THE SHIP CHESHIRE, her tackle, &c., and cargo. } In prize, 17, 51.

An application having been made by the United States district attorney that an interlocutory order of sale and appraisement made herein on the 28th day of April, 1862, be rescinded, after hearing said district attorney, it is ordered by the court that said order of appraisement and sale herein be, and the same is hereby, rescinded; that a copy of the report and affidavits filed herein by the prize commissioners on April 28th, 1862, advising said sale, be served by said district attorney upon the proctor for the claimants herein, with notice of such motion as he may desire to make thereon; that this
284 order of revocation is made without prejudice to any future order of appraisement or sale, for which said district attorney may apply to the court upon notice as aforesaid.

SAM'L R. BETTS.

Endorsed: In prize, 17, 51. United States district court for the southern district of New York. The U. S. of America *vs.* the ship Cheshire, her tackle, &c., and cargo. Order rescinding that of April 28th, 1862. E. Delafield Smith, U. S. dist. att'y.

Filed the ninth day of May, 1862.

285 United States district court, southern district of N. Y.

THE CHESHIRE AND HER CARGO
ads.
THE UNITED STATES OF AMERICA. } In prize.

SOUTHERN DISTRICT, *City of New York, ss:*

Washington Durbron, of number five Hanover street, merchant, being sworn, maketh oath and saith that he is an agent for the owners of the above vessel and her cargo; that he well knows both vessel and cargo, and he corroborates, in every particular, the joint certificate of Mr. Robert Mackie and Captain Charles H. Marshall, which is about to be read in connection with this deposition, in opposition to a motion for a sale of vessel and cargo.

Also, this deponent saith: That what Walter S. Gove, in his deposition, calls "a large quantity of army blankets, shirts, cloths, &c., the whole of the same consist of but sixty bales of blankets, and seven bales of hosiery. Also, this deponent saith: That the said ship and her cargo were not des-

tined for the market of New York, and a sale here would in no event be advisable.

Likewise, this deponent saith: That Mr. Robert Mackie, who has
286 joined Captain Charles H. Marshall, in the said joint certificate, is the agent for Lloyds, and one of the firm of Barclay & Livingston, of New York; also, he says, that so far from matters of merchandize depreciating in price, the fact is that they are getting better every week.

WASH. DURBRON.

Sworn at the city of New York, this twentieth day of May, 1862, before me.

CHARLES EDWARDS,
Notary Public, New York City.

Endorsed: In prize, 17, 51. U. S. district court, southern district of N. Y. The ship "Cheshire" and her cargo *ads.* the U. S. of America. Affidavit of Wash'n Durbron. Charles Edwards, proctor.

Filed 20th May, 1862.

287 We, the undersigned, at the request of Mr. Michael Finn, agent to the owners of the British ship Cheshire, and her cargo, which vessel and cargo are now in this port, a prize to one of the blockading squadron off Savannah, for an alleged violation of the blockade, and the case being now under adjudication in the U. S. court of this district, certify that we have examined the said vessel where she lies in the Atlantic Dock, and her cargo at the Union Stores, Brooklyn, the said cargo consisting of, viz: 721 bags coffee, 4,000 bags salt, 1,000 boxes tin plates, 60 bales blankets, 75 crates earthenware, 38 barrels pickles, and sundry packages various merchandize.

Being informed that application has been made by the prize commissioners to have the said vessel and cargo sold under an interlocutary order of the court, on account of its perishing or perishable nature, before a decision has been arrived at in the court where this case is now pending, we are of opinion, after a minute examination of this vessel and her cargo, that neither vessel or cargo are suffering, or will with ordinary care deterioate, or become worse from keeping. In the ordinary course of merchantile
288 business such description of property as that described above is to a very large amount annually stored in this city for indefinite periods or without suffering deterioation from the causes set forth in the report of the said prize commissioners.

The vessel is sheathed with yellow metal, which is above the water-line. She, therefore, cannot become wormed.

The article of coffee becomes more valuable by age.

The salt is perfectly dry, and in good order, and will keep for any length of time.

The tin plates and earthenware cannot possibly perish.

The bales of blankets, packed as they are in tarpauling, covered with osnaburg wrapping, cannot become motheaten; nor will time render the pickles worthless.

For these and various other reasons, we cannot see how the interests now involved in this case can suffer in any way from allowing the property in question to remain intact until a final decision has been arrived at by the court.

Given under our hands this nineteenth day of May, at the city of
289 New York, in the year eighteen hundred and sixty-two.

ROBERT MACKIE.
C. H. MARSHALL.

This certificate sworn to by Robert Mackie and Charles H. Marshall, the twentieth day of May, 1862, before me.

[SEAL.]

ALDRIN SALTER,
Notary Public, New York City.

Endorsed: 17, 51. U. S. district court, southern district. The Cheshire and cargo *ads.* the U. S. of A. Certificate to oppose sale. Chas. Edwards, Proctor.

Filed 20th May, 1862.

290 At a stated term of the district court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms, in the city of New York, on Tuesday, the 20th day of May, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, &c. } 17, 51.

The motion for the sale of the vessel and cargo herein coming on to be heard, Mr. Woodford argues in support of the motion; Mr. Edwards argues in opposition thereto. Papers submitted.

C. A. V.

291 U. S. district court.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. }

SIR: Please to take notice that I shall present for settlement to the Honorable Samuel R. Betts, judge of the U. S. district court, on Tuesday, the 3d day of June, at 11 o'clock in the forenoon of that day, or as soon thereafter as I can be heard, the final decree of condemnation and sale of the vessel and cargo above named, a copy of which is herewith served upon you.

Dated New York, May 31, 1862.

Yours, &c.,

E. DELAFIELD SMITH,
U. S. District Attorney.
By S. L. W., *Asst.*

At a stated term of the district court of the United States of America for the southern district of New York, held at the United States court-rooms, in the city of New York, on Tuesday, the 3d day of June, in the year of our Lord one thousand eight hundred and sixty-two.

292 Present: The Honorable Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In prize. 17, 51.

This cause having been brought to a hearing upon the pleadings filed therein, and the testimony taken in preparatorio, and the papers and document found on board the prize when captured, and the premises and arguments of the advocates for the respective parties having been duly considered, and it having been found by the court that the property in the libel

set forth was lawfully captured in attempting to violate the blockade of the port of Savannah, Georgia, and that said ship and cargo were also enemy property, and lawfully captured as such, and that by reason thereof said vessel, her tackle, &c., and cargo, are just and lawful prize, and subject to condemnation and forfeiture as such, now, therefore, on motion of Delafield Smith, esq., U. S. district attorney, proctor for the libellants, the United States, it is adjudged and decreed by the court that the ship Cheshire, her tackle, apparel, and furniture, together with her cargo laden on board at the time of capture, and the same, and each and every portion thereof be, and the same is hereby, condemned as lawful prize, and that the libellants recover all their compensation and costs under the statute in this case made and provided, and otherwise to be adjusted and determined by the court, and paid out of the sale hereinafter directed.

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And it is further ordered that unless an appeal be taken to this decree within the time limited and prescribed by the rules of this court, the clerk issue a writ of *venditioni exponas* to the marshal of the district upon the above decree for the sale of the said vessel, her tackle, &c., and cargo, returnable on the first Tuesday of July next.

That before the sale by the marshal under the *venditioni exponas* so ordered said vessel and lading be appraised by the prize commissioners, and such appraisal be filed with the clerk of this court. That at the time of appraisal the said prize commissioners take a list of said cargo, with a view to the appraisal; and said marshal also take a list, with a view to the sale. That the parcels of each bill of lading be appraised, and subsequently sold separately.

That said writ of *venditioni exponas* be executed by the marshal under the superintendence and direction of the prize commissioners; that the gross proceeds of such sale be forthwith deposited in court, with a full and complete return of the sale, specifying the amount received for each article sold, and that all claims and charges be presented to the court, and allowed by it before payment thereof.

294

That after said proceeds have been deposited in court the prize commissioners shall proceed under the direction of the court to take the requisite evidence, and report the same to the court, to the end that a final decree shall be made, determining what public ships of the United States are entitled to share in the prize, and whether the prize was of superior, equal, or inferior force to the vessel or vessels making the capture, and that such other proceedings may be thereafter had herein as are prescribed by law.

(Signed) SAM'L R. BETTS.

Endorsed: 17, 51. U. S. district court. The United States *vs.* the ship Cheshire, her tackle, &c., and cargo. Proposed decree and notice of settlement. E. Delafield Smith, U. S. dist. att'y.

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Due service of notice of settlement and decree, of which the within are copies, is hereby admitted.

May 31st, 1862.

CHARLES EDWARDS.

Filed June 3d, 1862.

296 United States district court for the southern district of New York.

THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO
ads
THE UNITED STATES OF AMERICA.

SIR: Joseph Battersby, claimant of the above ship Cheshire, her tackle, appar-

el, and furniture, intends to appeal from *from* all such parts and from so much of the final decree in this cause as condemns the said ship, her tackle, apparel, and furniture, on the ground that she was lawfully captured in attempting to violate the blockade of the port of Savannah, Georgia, and also on the ground that she was enemy property and lawfully captured as such, and also against all costs and compensation awarded therein.

Dated 6 June, 1862.

Yours, &c., CHARLES EDWARDS,
Proctor for claimant.

To GEORGE F. BETTS, Esq., *Clerk of the above court.*
To E. DELAFIELD SMITH, Esq.,
297 *U. S. Dist. Att'y for the southern district of N. Y.*

Endorsed: 17, 52. U. S. district court, southern dist. of N. Y. The ship Cheshire and cargo *ads.* The U. States of America. Notice of intention to appeal by Joseph Battersby, claimant of vessel. Charles Edwards, proctor and advocate. To Geo. F. Betts, esq.
Filed 6 June, 1862.

298 United States district court for the southern district of New York.

THE SHIP CHESHIRE, HER TACKLE, APPAREL, AND FURNITURE and cargo
ads.
THE UNITED STATES OF AMERICA.

SIR: Joseph Battersby and William Battersby, claimants of the above cargo of the ship Cheshire, intend to appeal from all such parts of the final decree in this cause as condemns the said cargo on the ground that it was lawfully captured in attempting to violate the blockade of the port of Savannah, Georgia, and also on the ground that it was enemy property and lawfully captured as such, and also against all costs and compensation awarded therein.

Dated 6 June, 1862.

Yours, CHARLES EDWARDS,
Proctor for claimants.

To GEORGE F. BETTS, Esq., *Clerk of the above court*
To E. DELAFIELD SMITH, Esq.,
U. S. Dist. Att'y for the southern dist. of N. Y.

299 17, 52. U. S. district court. The ship Cheshire, &c., *ads.* the United States of America. Notice of intention to appeal. Joseph and William Battersby, claimants of cargo. Charles Edwards, proctor and advocate. To George F. Betts, esq., &c., &c., &c.
Filed 6th June, 1862.

300 Circuit court of the United States for the southern district of New York, in the second circuit.

THE SHIP CHESHIRE, HER TACKLE, APPAREL, AND FURNITURE and cargo, appellants,
ads.
THE UNITED STATES OF AMERICA, respondents.
} In prize.

To the honorable the circuit court of the United States for the southern district of New York in the second circuit:

The appeal of Joseph Battersby, as claimant and owner of the above ship

Cheshire, her tackle, apparel, and furniture, and of Joseph Battersby and William Battersby, as claimants and owners of the cargo of the said ship Cheshire, respectfully showeth:

That this is a suit in prize; that on or about the twenty-third day of December, 1861, a libel was filed herein in the district court of the United States for the southern district of New York against the above ship Cheshire, her tackel, apparel, and furniture and cargo, and praying a de-
301 cree of condemnation and forfeiture of the said vessel and her cargo as lawful prize to the use of the United States; that on or about the twentieth day of January, 1862, the respective claims and answers of these appellants were filed herein, and wherein and whereby this appearer claimed the said ship Cheshire, her tackle, apparel, and furniture, as owner, and these appellants, Joseph Battersby and William Battersby, claimed the said cargo as owners thereof, and that on the 8th day of February, 1862, further and additional claims of the said respective claimants (appellants) were also filed under order of court, claiming respectively as was before claimed as aforesaid; that this cause came on to be heard before the Honorable Samuel R. Betts, judge of the above district court, on the eighth, ninth, and tenth days of February, 1862, upon depositions in preparatorio and ship's papers, and the said judge having advised thereon, he, on the third day of June, 1862, made his decree or sentence in the said cause, condemning the said vessel, her tackle, apparel, and furniture, and all her cargo, with compensation and costs, on the ground that the said vessel and also the said cargo were lawfully captured in attempting to violate the blockade of the port of Savannah, Georgia, and also on the ground that they were enemy property; and these appellants respectively are advised and insist that the
302 said decree is erroneous, as well in its condemning the said ship Cheshire, her tackle, apparel, and furniture, as in condemning all and every her cargo.

And these appellants respectively, to the extent of their respective rights and interests, namely, the said appellant Joseph Battersby to the said ship Cheshire, her tackle, apparel, and furniture, and the said appellants Joseph Battersby and William Battersby as to her cargo, do to such respective extent appeal from the said decree to the next circuit court to be held in the said district, and on the said appeal they intend to have the said cause heard anew on the same pleadings and the said depositions and papers and other testimony to be introduced for the first time in the said circuit court, and they pray that the record and proceedings may be returned to the said circuit court, and that the decree appealed from as aforesaid may be reversed with costs, or that such other decree thereupon may be made as to the said circuit court shall seem just, and that the said appellees be condemned to pay to these appellants their costs and damages in the premises.

CHARLES EDWARDS,
Proctor and advocate for all the said appellants.

303 Service of the above petition of appeal is hereby admitted.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*
By S. L. W., *Ass't.*

June 6, '62.

Endorsed: 17, 52. U. S. circuit court, southern dist. of N. Y. The ship Cheshire, &c., and cargo, appellants, *ads.* the U. S. of America, respondents. Petition of appeal. Charles Edwards, proctor.
Filed 6th June, 1862.

304 Circuit court of the United States of America for the southern district of New York, in the second circuit.

THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO, appellants,
vs.
UNITED STATES OF AMERICA, appellees,
} Bond for costs.

Know all men by these presents that we, Charles Edwards and Washington Durbron, are held and firmly bound unto the above-named United States, appellee, in the sum of five hundred dollars, to be paid to the said appellees, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents. Sealed with our seals, and dated the ninth day of June, in the year of our Lord one thousand eight hundred and sixty-two.

Whereas the above-named claimants and appellants have prosecuted an appeal to the circuit court of the United States for the southern district of New York, in the second circuit, to reverse the decree rendered in the above-entitled suit, by the judge of the district court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named appellants shall prosecute their appeal to effect and answer all damages and costs if they fail to make their appeal good, then this obligation shall be void; otherwise, the same shall be and remain in full force and virtue.

CHARLES EDWARDS. [L. S.]
WASH'N DURBRON. [L. S.]

Sealed and delivered, and taken and acknowledged, this 9th day of June, 1862, before me.

JOHN A. OSBORNE, *U. S. Com'r.*

305 UNITED STATES OF AMERICA,
Southern district of New York, ss:

Charles Edwards and Washington Durbron, being duly sworn, depose and say, and each for himself saith, that he is worth the sum of one thousand dollars, over and above all his just debts and liabilities.

CHARLES EDWARDS.
WASH'N DURBRON.

Sworn to this 9th day of June, A. D. 1862, before me.

JOHN A. OSBORNE, *U. S. Com'r.*

Filed this 9th day of June, 1862.

306 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Thursday, the 13th day of November, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

THE UNITED STATES, lib'l'nt and appellee,
vs.
THE SHIP CHESHIRE, &C., claimants and appellants

This cause coming on to be heard on the appeal from the decree of the district court, Mr. Upton is heard on the part of the libellants and appellees. Mr. Edwards is heard on the part of the cl'm'ts and appellants.

307 United States circuit court, second district.

THE SHIP CHESHIRE AND CARGO *ads.* THE UNITED STATES.

SIR: Take notice that Edward H. Owen and Henry H. Elliott, esquire, prize commissioners, and Thomas Stone, late supercargo of the Cheshire, will personally appear before Kenneth G. White, esquire, United States commissioner and clerk, or, in his absence, before R. E. Stilwell, esquire, United States commissioner, on the tenth day of November, 1862, at one o'clock p. m., when interrogatories will then be propounded to them, and their answers taken down, so that all and every the same, with any cross-questions which you may see fit to put, may be introduced and used on motion, (of which you will have notice,) when the appeal herein is called up.

New York, 6th Nov., 1862. Yours,

CHARLES EDWARDS,
Proctor for claimants.

To E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y, &c.*

308 CITY AND COUNTY OF NEW YORK, *ss:*

A. Oldin Salter, being sworn, says that he did, on the sixth day of November, 1862, serve a copy of the within notice on E. Delafield Smith, esq., U. S. dist. attorney, by delivering the same to and leaving the same with Ethan Allen, esq., assis't U. S. district attorney, in the office of the United States district attorney in charge thereof, for E. Delafield Smith, esq., he, the said E. Delafield Smith, esq., being away from his office at the time.

A. OLDIN SALTER.

Sworn to the 11th day of November, 1862, before me.

JOHN A. OSBORN, *U. S. Com'r.*

Endorsed: U. S. circuit court, second circuit. The ship Cheshire *ads.* the United States. Notice of examination of Messrs. Owen, Elliott, and Stone. Charles Edwards, proctor and advocate.

309 Circuit court of the United States, second circuit.

THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO, *ads.* THE UNITED STATES.

Direct interrogatories to be put to Edward H. Owen, esq., prize commissioner.

First interrogatory. Were you a prize commissioner on the twenty-ninth day of January, 1862?

Second. Look at the depositions of James Craig, master, Henry Dawson, mate, William Gill, ordinary seaman, Thomas Stone, supercargo, and Alonzo Cummings, boatswain, and say before whom they were taken, and say after these were taken what other or others were taken, and how many, and before whom, and why not taken before you.

Third. Were you in the city of New York on the twenty-ninth day of January, 1862, taking depositions in preparatorio or ready to take them? and for six days prior thereto?

310 *Direct interrogatories to be put to Mr. Henry H. Elliott, prize commissioner.*

First. Were you a prize commissioner on the twenty-ninth day of January, 1862?

Second. Look at the deposition in preparatorio of George Thornton, now

shown to you in the above suit in prize, and marked by the commissioner Exhibit A, K. G. W., and say in whose hand writing the deposition is, from the first interrogatory to the last?

Third. Who employed or directed such person so to write it? State the of such person, and his age to the best of your belief. Was he boy or man? Had he been employed by you, and if so, how long before, and in what capacity, and how long after he had written down this deposition, and in what capacity?

Fourth. Of what country was such person? How did you first come across him? Did you know, or do you know anything of his parents or friends? If so, who and what are they, and where do they reside?

Fifth. when did you dispense with the services of such person, and why? And did you ever see him again? And if so, where and under what
311 circumstances, and what has become of him so far as you know or believe?

Sixth. Look at the other deposition in preparatorio in the said suit, and state the times when they were taken, and if you show that they were taken prior to the examination of the said Thornton, then say why he was examined at a late day after the others.

Seventh. State whether at the time the said Thornton's said deposition was taken you were in the habit of employing any one else in taking down testimony in preparatorio.

Eighth. State why you yourself did not take down the said Thornton's deposition; and if you state you were engaged elsewhere, then say where and about what.

Ninth. State to the best of your knowledge, remembrance, and belief, whether your co-commissioner, Edward H. Owen, esq., was not in the city of New York at the time the said deposition of the said Thornton was taken down.

Endorsed: Interrogatories to be put to Messrs. Elliott and Owen.

312 UNITED STATES OF AMERICA, SOUTHERN DISTRICT OF NEW YORK:
City, county, and State of New York, ss:

Be it remembered, that on this tenth day of November, in the year of our Lord one thousand eight hundred and sixty-two, I, Kenneth G. White, a commissioner duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, United States Court Buildings, No. 41 Chambers street, in the city of New York, in the said southern district of New York, in the State aforesaid, Henry H. Elliott, to testify and the truth to say, on the part and behalf of the claimants in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States for the southern district of New York, wherein the United States are libellants and appellees *vs.* the ship Cheshire, her tackle, cargo, &c., and the said Henry H. Elliott, being about the age of years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the

said Henry H. Elliott, and he did thereupon depose, testify, and say as follows, viz:

The witness answer to the interrogatories hereunto annexed as follows, viz:

To the 1st interrogatory he saith: I was.

To the 2d interrogatory he saith: It is the handwriting of a young man of the name of Bonnell, whose first name does not at present occur to me.

313 To the 3d interrogatory he saith: I employed him and directed him to write it. His name I have already stated. His age I should think between 24 and 27 years. He had been employed by me, and was in the employ of the prize commissioners some months, I cannot tell how long, as a general clerk and scrivener or copyist. I do not know at what time he left the employ of the prize commissioners, nor how many days or weeks after this deposition was taken.

To the 4th interrogatory he saith: I think he is an American, born in New York City. He came into the employ of the prize commissioners on the application of his father, Stephen Bonnell, whom I had known for a number of years as a baker, and afterwards superintendent or connected in some prominent capacity with the orphan asylum. A man, I believe, of great respectability, who recommended his son as entitled to confidence. His father resides now, or did at the time, on 6th avenue, New York City.

314 To the 5th interrogatory he saith: I do not remember when his services were dispensed with, but I found him incompetent to perform the work required of him, and for that reason discharged him. The last I heard of him he was a soldier in the 12th regiment, was taken prisoner at Harper's Ferry, and, as I understand, was parolled with that regiment and returned home; since then I know nothing of his whereabouts.

To the sixth interrogatory he saith: I do not know at what dates the other examinations were taken, except as the dates show, and except that of Thomas Stone, supercargo, which was taken on the 20th of December last, and George Thornton, which was taken on the 29th day of January last, both before me. I do not know why George Thornton was examined at a late day after the others; but his deposition was taken by me whenever he was presented by the district attorney.

To the 7th interrogatory he saith: I was in the habit of employing occasionally, only under special reasons, a clerk to take down the testimony.

315 To the 8th interrogatory he saith: I have no recollection, and do not know the particular reason why I did not take down the testimony of Thornton myself. I was not engaged elsewhere, but was present at the swearing and signing of his deposition. and read it to him, and corrected it after it was read.

To the ninth interrogatory he saith: I have no recollection whether Mr. Owen, my co-commissioner, was or was not in the city of New York at the time the said deposition of the said Thornton was taken down.

HENRY H. ELLIOTT.

Subscribed and sworn to before me this 10th of Nov., 1862.

KENNETH G. WHITE, *U. S. Commissioner.*

316 United States circuit court, second circuit.

THE SHIP CHESHIRE AND CARGO, &c., appellants,
ads.
THE UNITED STATES, respondents.

Direct interrogatories to be put to Thomas Stone, supercargo.

First interrogatory. Were you supercargo on board the ship Cheshire on the voyage she was seized and brought into New York, and do you remember a sailor boy, George Thornton on board?

Second interrogatory. Do you know how long he had been employed upon or attached to the ship? Where did he first join the ship, at what time and place? and state all the voyage or voyages he went in her.

Third interrogatory. Do you own, or did you ever own, directly or indirectly any part of the said ship Cheshire or the cargo which was in her when seized? Did you ever say you did to any one?

Fourth interrogatory. Was the said George Thornton ever in Sa-
317 vannah so far as you know or believe? State all you know of said Thornton, as to where he came from and how long he had been at sea, and in what vessel, and what was his age at the time he joined the Cheshire, to the best of your knowledge, information, and belief.

Fifth interrogatory. Did you ever tell the master of the said Cheshire, Capt. James Craig, that the Cheshire ever ran the blockade? Did she attempt to run blockade the night before the capture? Who was in command of her the night before she was captured? and who was her master and captain, and who had commanded her and the crew from the time she started on her voyage to the time she was seized? Did you command her at any time on that voyage? Did you the night before the capture or at any time act or aid in her running any blockade? Whereabouts was she on the night last referred to, and say whether she was nearer port or further off then than when she was seized? State how it was in regard to the lights of the ship on that night, and say whether or not the lights differed on that night from other nights of the passage.

Sixth interrogatory. On the night prior to the ship being captured
318 where was this boy Thornton? and was he on or off duty?

Seventh interrogatory. Had the vessel any American signals on board?

Eighth interrogatory. Where did you join the Cheshire on her last voyage? Did you then take the command of her or was she delivered to you by any Captain Norton?

Ninth interrogatory. Do you know where the said Captain James Craig's family lived at the time you joined the Cheshire, and where they have lived ever since? Can you also say where and in what country the said Captain Craig was born? Do you happen to know or from whom have you heard where he was born?

Tenth interrogatory. Can you say as to whether the crew of the Cheshire all joined her at the same time? If so, state how this was.

Eleventh interrogatory. Did you ever tell the said boy, George Thornton, in New York, anything about the ship or her cargo, especially anything in regard to owning the Cheshire, or her cargo, or any portion of either, or anything to that effect, or as to the cost of her cargo, or as to anything you would have realized if she had got into the or any blockaded port?

Twelfth interrogatory. How long have you known the Cheshire?
319 What was her name when she left Savannah, and when did she last leave there? and did she run any blockade in coming out or did she come out before there was any blockade?

Thirteenth interrogatory. Did you ever see the said boy, George Thornton, in Dublin, and do you believe he ever say you there? Did you ever see the said ship Cheshire there?

Fourteenth interrogatory. Were you or was anybody intoxicated on board the ship the night or day before she was seized on the day of capture?

Fifteenth interrogatory. Was bulk broken from the time of starting on the voyage to the time she was seized?

Sixteenth interrogatory. Do you reside on Long Island, New York State, and how long have you resided there? Were any of your children born there, and when?

Endorsed: U. S. circuit court, 2nd circuit. The ship Cheshire, &c., *ads.* the United States. Direct interrogatories to be put to Thomas Stone, supercargo.

320 UNITED STATES OF AMERICA,
Southern district of New York, city, county, and State of New York, ss:

Be it remembered, that on this eleventh day of November, in the year of our Lord one thousand eight hundred and sixty-two, I, Kenneth G. White, a commissioner duly appointed by the circuit court of the United States for the northern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, United States Court Buildings, No. 41 Chambers street, in the city of New York, in the said southern district of New York, in the State aforesaid, Thomas Stone, to testify and the truth to say on the part and behalf of the claimants in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States for the southern district of New York, wherein the United States are libellants and appellees *vs.* the ship Cheshire, her tackle, cargo, &c.

And the said Thomas Stone, being about the age of years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the matter of controversy aforesaid, I did carefully examine the said Thomas Stone, and he did thereupon depose, testify, and say as follows, viz:

The witness answers to the interrogatories hereunto annexed as follows, viz:

To the 1st interrogatory he saith: I was, and I remember the boy named George Thornton on board.

To the 2d interrogatory he saith: I do; from the 1st October, 1861,
321 to the 20th December, 1861. He first joined the ship in Liverpool, on the 1st October, 1861. This was his first and only passage in this ship.

To the 3d interrogatory he saith: I do not, and never did, directly or indirectly. I never said I did to any one.

To the 4th interrogatory he saith: I believe he never was there. All I know of him is that he joined the ship at Liverpool, having with him his discharge from a Cunard steamer, showing that he had been on a British vessel before. Do not know how long he had been at sea. He was no sailor. He was a mere cabin-boy. His age at the time he joined the Cheshire was, I should say, from 14 to 15 years.

To the 5th interrogatory he saith: I never did tell Captain James Craig that the Cheshire ever ran the blockade. The Cheshire did not the night before the capture, and never did attempt to run the blockade. The night before she was captured she was commanded by Capt. James Craig, and he commanded her the entire voyage till she was seized. I never commanded her at any time. I never did, on the night before her capture or at any other time, act or aid in her running any blockade at midnight on the
322 night before her capture. She was about 20 miles from Savannah on the open sea. When she was seized she was about six miles nearer land. On the night before her capture the lights were precisely the same as they had been during her entire passage. She carried the lights usually carried by ships.

To the 6th interrogatory he saith: He was off duty sick, and had been for three days. He was in a little room amidships for the cook and boy. He was not in the cabin.

To the 7th interrogatory he saith: She had not.

To the 8th interrogatory he saith: I joined her in Liverpool. I never took command of her, and she was never delivered to me by any Capt. Norton or any other person.

To the 9th interrogatory he saith: I did not know where his family lived at the time he joined her, but I have known since. They lived at Carrickfurgus, Ireland. Captain Craig was born at the same place. I know this from the fact that he put the ship into Belfast Loch (which embraces Carrickfurgus) on account of stress of wheather, and there he went
323 ashore to see his father, and I went with him also to see him. And his father, mother, and wife came aboard the ship. The capt. told me that the house where we went to see his family was the house he was born in. He told me this at the time.

To the 10th interrogatory he saith: I believe they all shipped at one time, but they did not all come aboard at one time. Capt. Craig himself shipped the crew.

To the 11th interrogatory he saith: I never made to the boy, George Thornton, in New York, or anywhere, any of the statements inquired of in this interrogatory.

To the 12th interrogatory he saith: I have known the Cheshire about 10 years. Her name when she left Savannah was the "Cheshire." She last left there in May, 1861. She came out before there was any blockade.

To the 13th interrogatory he saith: I never saw the boy, George Thornton, in Dublin, and I do not believe he ever saw me there. I never saw the ship Cheshire there. The Cheshire never was there.

To the 14th interrogatory he saith: I was not, nor was anybody
324 on board.

To the 15th interrogatory he saith: It was not.

To the 16th interrogatory he saith: I do, and have resided there 13 years last May. Three of my children were born there. One of the the 30th Sept., 1849; another on the 15th May, 1851, and another on the 18th May, 1855.

THOMAS STONE.

Subscribed and sworn to before me this 11th day of Nov'r, 1862.

KENNETH G. WHITE,
U. S. Commissioner.

Adjourned to the 12th inst., at 1 p. m.

325 UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Kenneth G. White, a commissioner duly appointed by the circuit court

of the United States for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify that the reason for taking the foregoing deposition is and the fact is the witness is material and necessary in the cause in the caption of the said deposition named, and that he is taken in pursuance of the rule of court.

I further certify that a notification of the time and place of taking the said deposition, signed by me was made out and served on the proctor for the opposite party to be present at the taking of the said deposition and to put interrogatories, if he or they might think fit.

I further certify that on the 10th and 11th day of November, in the year of our Lord one thousand eight hundred and sixty-two, I was attended by Charles Edwards, esq., proctor for claimants and appellants, and by the witnesses, who were of sound mind and lawful age, and the witnesses were by me first carefully examined and cautioned, and sworn to testify the truth, the whole truth and nothing but the truth, and the deposition were by me reduced to writing in the presence of the witnesses and from their statement, and after carefully reading the same to the witnesses they subscribed the same in my presence. I have retainod the said deposition in my possession for the purpose of filing in the court for which the same was taken.

And I do further certify that I am not of counsel nor attorney for either of the parties in the said deposition and caption named, nor in any way interested in the event of the cause named in said caption.

In testimony whereof, I have hereunto set my hand and seal this twelfth day of November, in the year of our Lord one thousand eight hundred and sixty-two, and of the independence of the United States the eighty-seventh.

KENNETH G. WHITE,
United States Commissioner, duly appointed by the circuit court of the United States for the southern district of New York, in the second circuit.

326 I, George Thornton of Liverpool, in the county of Lancaster, in England, mariner, make oath and say: I am of the age of seventeen years or thereabouts. I was shipped on board the ship Cheshire, of Liverpool, and served as a cabin-boy on board the said ship at the time she was captured by the United States steamer Augusta.

With reference to the affidavit made by me on or about the 29th day of January, 1862, and sworn before Henry H. Elliott, United States prize commissoner, I say that on the day after my arrival in New York, on board of the Cheshire after her capture, and shortly before Christmas day last, I was discharged from the Cheshire by the sailing master of the Augusta, who told me to go ashore, that they had done with me. I obtained lodgings with Michael Shelley, in Oak street, New York, boarding master, until I could obtain a ship for England. On the day preceeding the day on which I was sworn to my said affidavit, before referred to, I was waited upon at my lodgings by man, whose name I do not know, to whom I was introduced by the said Michael Shelley, as one of the crew of the Cheshire, and who thereupon informed me that he should see the prize commissioner that evening
327 respecting me. On the following morning I was waited upon by another man, whose name also I do not know, who told me he had come

to take me before the prize commission, and I accordingly at once accompanied him to the office of the prize commissioner, to whom I was introduced as one of the crew of the captured ship Cheshire. The man who had brought me there then left the room, and I was left alone with the prize commissioner and his clerk. The prize commissioner then informed me that he required me to answer his questions respecting the ship Cheshire. I then enquired of the said prize commissioner whether I could not if I liked refuse to answer his questions, and he thereupon informed me that unless I made an affidavit stating all I knew respecting the said ship, I should render myself liable to imprisonment, but that if I would consent to make an affidavit he would give me a sum of money, but did not say what amount; and I thereupon consented to answer his interrogatories, and was sworn by the said prize commissioner, who immediately thereafter left the room, leaving me to be examined by his clerk, and I was thereupon interrogated by the said clerk.

After being interrogated by the said clerk as to my nationalty, and the date of the capture, I was asked by him whether we sailed under
328 English colors and whether we had any other colors on board; and I informed him, as was the fact, that we sailed under English colors, and that I was not aware whether or not we had other signals on board other than English colors; and I say that it is untrue that I stated to him or any other person that we had other or American signals on board.

I informed the said prize commissioner's clerk that Mr. Stone was appointed to command by Mr. Battersby, of Savannah. I did not know this of my own knowledge, but I had heard it said by Mr. Stone when under the influence of liquor, and I so informed the prize commissioner's clerk. I have also heard Mr. Stone say, when in an intoxicated state, that if the ship was lost he should be loser of three fourths of her. I never heard him make such assertion when in a sober state, but when in liquor he was boastful.

I did not at any time inform the said prize commissioner or his clerk that the said Mr. Stone was a citizen of the United States, as I had no knowledge on the subject.

I was shipped on board the Cheshire at the monthly wages of thirty-five shillings per month, and attended at the Sailors' Home in that port to sign the ship's articles with the rest of the crew. Mr. Craig signed articles as master.

329 I informed the said prize commissioner's clerk that the Cheshire was a vessel of 1,800 tons register. I spoke according to my judgment, and he wrote it down.

I told the said prize commissioner's clerk that there was no one on board who had any interest in the ship and cargo excepting Mr. Stone, and Mr. Battersby. I did not know this of my own knowledge. I had heard Stone say so whilst intoxicated, but never whilst sober. Whilst in New York I applied to Stone to get me some money, as Mr. Craig was then a prisoner on board the Augusta. Mr. Stone then told me that he had lost enough by the Cheshire; but he did not then say that he owned the vessel and had an interest in the cargo, nor did I so inform the said prize commissioner's clerk. During the voyage out I first heard that we were to call off Savannah, and I understood that if the blockade was raised, it would give a profit of about two hundred and fifty thousand dollars. I heard Stone say this; he was in liquor at the time.

What I stated to the said prize commissioner's clerk as to the change of name of the Cheshire, and as to her running the blockade before I joined her was hearsay only. I knew nothing of the vessel of my own knowledge previous to joining her. I joined the Cheshire on the 25th of Sep-
330 tember, 1861, in the Bramley Moore dock; she was then called the Cheshire, and I never heard her called by any other name, nor did I

ever state to the said prize commissioner or his clerk that her name was changed on that date, nor did I state to the said prize commissioner or his clerk or any other person that whilst in Dublin I overheard Stone tell Craig that the Cheshire had previously run the blockade from Savannah, under Mr. Norton; on the contrary, the Cheshire was never in the port of Dublin whilst I belonged to her.

I did not tell the said prize commissioner or his clerk that I overheard Stone tell Cummings, three days before the ship was captured, that he did not know whether the crates on board contained arms or not; but I did tell the said prize commissioner's clerk, in the absence of the said prize commissioner, that I had heard Cummings make a remark to Mr. Dawson, the mate, to that effect.

When I informed the said prize commissioner's clerk what cargo we had on board I did not describe the blankets as "army" blankets, but I informed the said clerk that I heard them so called by the prize crew of the Augusta.

331 I told the said prize commissioner's clerk that I had heard Mr. Stone say, whilst under the influence of liquor, that he and Mr. Battersby were the owners of the Cheshire and cargo.

I did not tell the said prize commissioner or his clerk that the goods on board were to be delivered to William Battersby, in Savannah, for the account of Battersby and Stone, as I had no knowledge on the subject. All I said on the subject to the said clerk was, that the bales were marked B.

I told the said prize commissioner's clerk that we were aware of the blockade when we left Liverpool, but that as we had made a long passage of 54 days it was thought that the blockade might have been raised before the time of our arrival, but that if the port was blockaded before we arrived, that we should be warned off by the United States cruisers, and proceed to Nassau, in New Providence. Our vessel received no such warning, but was captured at once.

I did not inform the said prize commissioner or his clerk that on the night we arrived off Tybee that the lights on board were extinguished; what I did tell him was, that on that night we did not hang out our colored lights on the browsprit end.

I did not tell the said prize commissioner or his clerk that we had
332 failed to find water enough, nor am I aware that any soundings were taken on that night.

Mr. Stone was intoxicated on the morning of the capture, and was so at the time he spoke of getting under the guns of Fort Pulaski.

I told the said prize commissioner's clerk that by the capture I had sustained a loss of twenty-one dollars. I did not tell him that my loss would be fifty-nine dollars; if I had said so, such statement would have been untrue.

All the cargo was put on board the ship before I joined her, with the exception of the crates of earthenware, which were put on board from lighters whilst the vessel was in dock.

I told the said prize commissioner's clerk that a barrel of medicine was broken, owing to the rolling of the ship, and that that was the only way in which bulk was broken during the voyage.

I did not tell the said prize commissioners or his clerk that when we were first captured we were steering for Savannah, and that on the appearance of the capturing vessel we put about, and that our vessel's course was always directed for Savannah when the weather would permit, and not for Nassau, and that she was at all times sailing beyond and wide of the port indicated by the papers. On the contrary, we were never pursued.

333 And I told him that when we first saw the Augusta we were standing

out as close as our vessel could lay to the wind, and that when the Augusta was sighted we put about and headed for her, in order to speak her; that on the previous day we had seen and signalled several vessels to obtain information respecting the blockade, but were unable to get near enough to them; that as the "Augusta" approached she fired a gun, and that we then backed our main yard; that when the Augusta came within hail, Mr. Stone hailed her, and said he wanted to speak the blockading squadron to know if the blockade was raised; that a prize crew was sent on board the Cheshire, who tore down the flag by order of the lieutenant of the Augusta, who did not wait until the halliards were cleared; that the prize crew broke into the lazarette, and took therefrom a case of whiskey, a case of wine, and some tobacco, and that the whole of them were shortly afterwards drunk, with the exception of the officer, who afterwards took charge as sailing master; that others of the prize crew entered the after hold and divided a sample bale of blankets among themselves. I further told him, in answer to a question put by him, that I could not tell whether she was steered for Savannah or not, as I did not understand
334 the compass.

I told the said prize commissioner's clerk that I did not think there was any powder on board our vessel, as I had never seen any. He thereupon remarked that all vessels were obliged to carry ten pounds of powder.

After the said prize commissioner's clerk had taken my examination in writing, the prize commissioner re-entered the room and read the same over, and when he read that I had stated the tonnage of the Cheshire to be 1,800 tons he directed his said clerk to write down that; I knew nothing in answer to the interrogatory. I never knew what her registered tonnage was.

When the said prize commissioner read that portion of my affidavit wherein it was stated that I had sustained a loss of twenty-one dollars, he remarked that if the ship was condemned as a prize, he would pay me that amount, and in case I had left New York he would forward the amount to my father. I thereupon thanked him, and at his request left with him my father's address in Liverpool, and I thereupon signed the said affidavit, whereupon the said prize commissioner stated that my said affidavit was not worth much, and handed me a half a dollar. Before instructing his said
335 clerk to take my examination, the said prize commissioner sent him to look for a person called "Thomas," but as he could not be found, he thereupon directed his said clerk, who was a young man, (as far as I could judge not more than 19 years of age,) to take down my statement, and he did so, as before stated, in the absence of the said prize commissioner.

GEORGE THORNTON.

Sworn at Newcastle-upon-Tyne, in England, by the deponent, George Thornton, the first day of October, one thousand eight hundred and sixty-two, before me.

JOSEPH ARMSTRONG,
Mayor of the borough of Newcastle-upon-Tyne.

336 CONSULATE OF THE UNITED STATES OF AMERICA,
AT NEWCASTLE-ON-TYNE.

I, J. H. McChesney, of the United States of America for Newcastle-on-Tyne, and the dependencies thereof, do hereby make known and certify to all whom it may concern that the signatures to the documents hereto attached is the genuine signature of the mayor of Newcastle-upon-Tyne, and that the seal is his official seal.

[L. S.] In testimony whereof, I have hereunto set my hand and affixed the seal of the consulate of the United States, at Newcastle-on-Tyne aforesaid, this 1st day of Oct., in the year of our Lord one thousand eight hundred and sixty-two, and in the eighty-six year of the independence of the said United States.

J. H. McCHESNEY, *U. S. Consul.*

337 TOWN AND COUNTY OF NEWCASTLE-UPON-TYNE:

To all to whom these presents shall come: I, Joseph Armstrong, esquire, mayor of the town and county of Newcastle-upon-Tyne, in that part of Great Britain called England, do hereby certify that on the day of the date hereof personally appeared before me George Thornton, of Liverpool, in the bounds of Lancaster, in England, mariner, the deponent named in the affidavit hereunto annexed, being a person well known and worthy of good credit, and by solemn oath which he, the said deponent, then took before me upon the Holy Evangelists of Almighty God, did solemnly declare, testify, and depose to be true the several matters and things mentioned and set forth in the said affidavit.

In faith and testimony whereof, I, the said mayor, have caused the seal of the office of mayoralty of the said town of Newcastle-upon-Tyne to be hereunto affixed, and the affidavit of the said George Thornton to be hereunto annexed this first day of October, in the year of our Lord one thousand eight hundred and sixty-two.

[SEAL.]

JOSEPH ARMSTRONG,
Mayor of the borough of Newcastle-upon-Tyne.

338 U. S. circuit court, second circuit.

THE CHESHIRE AND HER CARGO
vs.
THE UNITED STATES.

SIR: You will please to take natice that the deposition of George Thornton, of which a copy is now served on you, will be used before Justice Nelson on the hearing of this cause, either seperately or in connection with the depositions of Henry H. Elliott, prize commissioner, and Thomas Stone, taken, on notice to you, before Kenneth G. White, esqr., clerk of this court and commissioner, and that the object of using the said depositions or some or one of them will be as further proof, or as a ground for further proof, and with a view to destroy or strike off the deposition of the said George Thornton, taken in this suit on the twenty-ninth of January, 1862, or so that such further or other relief be had in relation to the same as equity and justice may require.

New York, 12 Nov., 1862.

Yours,

CHARLES EDWARDS,
Proctor for claimants.

To E. DELAFIELD SMITH, Esq., *U. S. District Attorney.*

341 Circuit court of the United States.

THE UNITED STATES
vs.
THE SHIP CHESHIRE AND HER CARGO.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry H. Elliott, being duly sworn, deposes and says that after the above-named vessel was brought to this port as a prize, one George Thorn-

ton was produced to deponent by the district attorney as a person to be examined as a witness herein by deponent as prize commissioner.

Deponent thereupon briefly, as is his custom in all cases, explained to Thornton the nature of the examination about to be made, and administered to him the required oath. The standing interrogatories were then read in their order to the witness by deponent's clerk, and by him the answers of the witness were taken down at his dictation. Deponent does not remember if he was or was not present during the entire time consumed in writing the answers, but he distinctly remembers, after the same were concluded, that he, deponent, read the same to the witness slowly and distinctly, first stating to him that if anything was incorrectly put down to inform him
342 of it as he proceeded that he might correct the testimony. In one or more instances the witness did suggest some change, and in every such instance deponent made the precise change by him suggested, which changes will appear on reference to the deposition now in court. And after it was completed Thornton signed it in the presence of deponent, and deponent fixed his certificate thereto. No offer of money, no warning, except that witness was to to tell the truth; no promise or threat of any kind was ever at any time made by deponent to the witness; not a desire expressed nor a suggestion made by deponent as to what the evidence should be, except that it should be true. Nor did deponent do anything or say anything which was not in strict pursuance of his duty as a commissioner to examine the witness produced before him on the standing interrogatories pursuant to the rules of court, and every averment or intimation to the contrary as a base fabrication, and any suggestion or allegation that said Thornton did not at said time give his testimony freely, voluntarily, without prompting and without solicitation, or that the same as signed and sworn to and filed is not precisely as the same was thus given, is false.

Deponent remembers that when the witness was about to leave, the
343 poverty and helplessness of the boy were impressed upon deponent and appealed strongly to his sympathy, which led deponent to give him a small sum of money, which the boy says was fifty cents.

And deponent further says that if the young man ever made the affidavit purporting to have been made by him in Englaud, a copy of which has been shown to deponent, then deponent avers from his recollection of the eye and character of the witness that such affidavit must have been obtained under such threats, or promises, or seductions, or deceptions as amount to subornation of perjury.

Deponent likewise says that this is the second malicious attempt of Mr Charles Edwards, the counsel of the British consul, to pervert into a crime an act done by deponent out of sympathy and charity towards an unfortunate British subject, the last subject of such sympathy and charity having been the poor, penniless, ignorant boy in question, a stranger in a strange country, without shelter or bed.

HENRY H. ELLIOTT.

Sworn to before me Nov. 15, 1862.

HENRY H. RICE, *Notary Public, N. Y. City.*

344 U. S. district court.

THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John S. Bonnell, being duly sworn, deposes and says that he resides in the city of New York, and at the time of the examination of George Thornton by the United States prize commissioners on the standing interrogatories

herein, was employed as a clerk in the office of the said prize commissioners, in the said city, and was present at the taking of the deposition of the said George Thornton, and assisted and took part in the said Thornton's deposition by first reading to him the printed interrogatories, and then writing down his answers thereto; that deponent read each interrogatory carefully to the said Thornton, and wrote down his answers precisely as he gave them to deponent; that deponent explained said interrogatories, sentence by sentence, to said witness, before writing down his answers thereto, in order that he might perfectly understand them; that after the said examination
345 was concluded, Mr. Elliott, one of the prize commissioners, who was present most of the time during the said examination, then read over to the said Thornton the depositions so made by him, separately, and stated to said Thornton that if any of the answers were wrong, or if he wished to correct and change his answers, he could then do so; that Mr. Elliott did make some alterations, and all that he required should be made, at the request of the witness Thornton, in the answers, all of which appear in the testimony as filed; and thereupon the said witness signed his name thereto in the presence of this deponent, Mr. Elliott having first administered the oath to him as to the truth of the same. Deponent further says that it is not true that Mr. Elliott said anything whatever to this witness to induce him to testify one way or the other. He made him no offer, no promise, and used not the slightest intimidation; what the witness stated was purely voluntary, and was given freely and without hesitation, and at no one's solicitation.

Deponent further says that he has read a paper purporting to be an affidavit recently made by the said witness, George Thornton, and he states
346 that every averment in the said writing contained, so far as it conflicts with the facts, in any degree, as herein stated, is entirely untrue, and a sheer fabrication; and deponent does not believe that said Thornton has ever voluntarily made such statements.

Deponent further says, and especially declares, that not a word was said by Mr. Elliott, at the time of said examination, or at any time, about giving said Thornton a sum of money if he would consent to make an affidavit, but deponent remembers that after the young man had got through with testifying, it was late in the day, and that he stated to Mr. Elliott that he did not know what he was going to do for his night's lodging, and Mr. Elliott thereupon took a half dollar out of his pocket, and handed it to him, telling him that that would procure him one. Deponent further says that he has seen Mr. Elliott in several other prize cases, where the witnesses seemed to be poor and destitute and made appeals to his sympathy, give them small sums of money, after their examination was concluded, to enable them to procure food and shelter.

JOHN S. BONNEL.

Sworn to before me the 15th day of November, 1862.

A. C. WILLMARTH, *Notary Public.*

347 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Friday, the 14th day of November, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The Honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

THE UNITED STATES
vs.
THE SHIP CHESHIRE.

Mr. Edwards concluded his argument on the part of the claimants and appellants.

348 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the City Hall, in the city of New York, on Monday, the 17th day of November, in the year of our Lord one thousand eight hundred and sixty-two.

Present: The honorable Samuel Nelson, an associate justice of the Supreme Court of the United States.

THE UNITED STATES
vs.
THE SHIP CHESHIRE.

This cause being still on hearing, Mr. Evarts is heard in reply on the part of the U. States.

Cur. ad. vult.

349 THE UNITED STATES
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO. } In prize.

This cause having been heard on appeal from the decree of the district court for said district, and counsel for the respective parties having been heard, and due deliberation being had in the premises, now, on motion of E. Delafield Smith, attorney of the United States, it is ordered, adjudged, and decreed by the court that the decree of the *decree of the* district court be, and the same is, hereby in all things affirmed.

And the said vessel having been heretofore appraised by appraisers duly appointed by this court, at the sum of $6,250, and the said appraised value having been paid into court, and the said vessel released, and the said cargo being in custody, it is further ordered, adjudged, and decreed that the costs and disbursements herein be adjusted and paid according to law, and that the clerk of this court issue a writ of *venditioni exponas*, directed to the marshal of the district, returnable on the 25th day of August, 1863, against the cargo of the said ship Cheshire, now in the custody of the marshal; that before the sale by the marshal under the *venditioni exponas* so ordered,
350 the cargo of the ship Cheshire be appraised by the prize commissioners, and by experts to be by them named, and that such appraisement be filed with the clerk of this court.

That said writ of *venditioni exponas* be executed by the marshal under the superintendence and direction of the prize commissioners; that the proceeds of such sale be forthwith deposited by the marshal, as required by law; and that he make a full and complete return of the said writ into the registry of the court, specifying the amount received for each article sold, and of his deposit aforesaid; that unless an appeal be taken from this decree within the time limited by law, the prize commissioners shall proceed under the direction of the court, as soon as possible after the entry of this decree, to take the requisite evidence and report the same to the court, to the end that a final decree may be made herein, determining what public ships of the United States are entitled to share in the prize, and whether the prize was of superior, equal, or inferior force to the vessel or vessels making the capture.

Filed Aug. 1, 1863.

U. S. circuit court.

351 THE UNITED STATES, respondent,
against
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO, Joseph Battersby, claimant of ship, her tackle, &c., William Battersby and Joseph Battersby, claimants of cargo, appellants.

GENTLEMEN: Please to take notice that the above-named claimants hereby

appeal to the Supreme Court of the United States from the decree entered herein on Aug. 1st, 1863, affirming the decree of *of* condemnation, &c., of said vessel and cargo, of the district court of the United States for the southern district of New York.

Dated New York, Aug. 10, 1863.

Yours, &c.,

CHARLES EDWARDS,
Proctor for clm'ts and appl'ts.

To E. DELAFIELD SMITH, Esq., *U. S. Dist. Att'y.*, and
KENNETH G. WHITE, Esq., *Clerk.*

352 Due service of a copy of within is admitted, Aug. 10, 1863.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

To KENNETH G. WHITE, Esq., *Clerk.*
Filed Aug. 10, 1863.

353 In the circuit court of the United States for the southern district of New York.

THE UNITED STATES OF AMERICA
against
THE SHIP CHESHIRE, HER TACKLE, APPAREL, AND FURNITURE, AND CARGO. } In prize.

Joseph Battersby, of Manchester, England, claimant of the above ship Cheshire, her tackle, apparel, and furniture, and William Battersby and Joseph Battersby, of Manchester, England, claimants of the cargo of the above vessel, do hereby severally and respectively appeal from the final sentence and decree of this court, rendered on the first day of August, in the year 1863, the present stated term of this court, purporting to affirm the final sentence and decree of the district court of the United States for the southern district of New York, recorded on the third day of June, 1862, whereby the said vessel, her tackle, apparel, and furniture, together with her cargo laden on board at the time of capture, and the same and each and every portion thereof, adjudged and condemned to be lawful prize, namely: the said Joseph Battersby appeals from so much and such part thereof as condemns and causes condemnation of the said ship Cheshire, her tackle, ap-
354 parel, and furniture, and the said William Battersby and Joseph Battersby appeal from so much and such part thereof as condemns and causes condemnation of the cargo of the said ship.

And these claimants and appellants respectfully pray that the said sentence and decree, with the proceedings in the premises, be certified and sent to the Supreme Court of the United States of America, next to be held in the city of Washington, then to be heard, proceeded on, and adjudged according to law and the course of the said court.

And the claimants do bring into this court security, according to law, for the due prosecution of said appeal.

Dated 10th August, 1863.

CHARLES EDWARDS,
Proctor for appellants.

To KENNETH G. WHITE, Esquire, *Clerk of Court.*
E. DELAFIELD SMITH, Esq., *U. S. Dist. Attorney.*

355 SIR: Please to take notice that the within is a copy of appeal taken

and filed with the clerk of the circuit court for the southern district of New York, 10th August, '63.

Yours, &c.,
CHARLES EDWARDS,
Proctor for appellants.

To E. DELAFIELD SMITH, Esq., *U. S. District Att'y.*
Filed Aug. 10, 1863.

Due service of a copy of appeal, and notice endorsed thereon, is admitted, Aug. 10th, 1863.

E. DELAFIELD SMITH,
U. S. Dist. Att'y.

356 Circuit of the United States of America for the southern district of New York, in the second circuit.

THE UNITED STATES OF AMERICA, libel'nt and appellant,
vs.
THE SHIP CHESHIRE, HER TACKLE, &C., AND CARGO, Joseph Battersby, claimant of vessel, her tackle, &c., William Battersby and Joseph Battersby, claimants *of vessel, her tackle, &c., William Battersby and Joseph Battersby, claimants* of cargo, claimant and appellants.
} Bond for costs.

Know all men by these presents that we, Charles Edwards and Washington Dubron, of the city of New York, are held and firmly bound unto the above-named libellant, the United States, in the sum of two hundred and fifty dollars, to be paid to the said United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally firmly by these presents. Sealed with our seals, and dated the tenth day of August, in the year of our Lord one thousand eight hundred and sixty-three.

Whereas the above-named claimant have prosecuted an appeal to the Supreme Court of the United States, to be held at Washington, in the District of Columbia, to reverse the decree rendered in the above-entitled suit by the judge of the circuit court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named appellants shall prosecute their appeal to effect and answer all damages and costs if they fail to made their appeal good, then this obligation shall be void; otherwise, the same shall be and remain in full force and virtue.

CHAS. EDWARDS.
WASH. DURHON.

Sealed and delivered, and taken and acknowledged, this 10th day of August, 1863, before me.

KENNETH G. WHITE
U. S. Commissioner.

357 UNITED STATES OF AMERICA,
Southern district of New York, ss:

Charles Edwards and Washington Durbron, being duly sworn, do depose and say that they reside in the city of New York, and that they and each

of them are worth the sum of five hundred dollars over and above all his just debts and liabilities.

CHARLES EDWARDS.
WASH. DURBRON.

Sworn to this 10th day of August, A. D. 1863, before me.

KENNETH G. WHITE,
U. S. Commissioner.

I approve of the within bond, both as to form and sufficiency of sureties. August 11, 1863.

SAM'L R. BETTS,
U. S. circuit judge, south. dist. N. Y., 2d circuit.

Filed this 13th day of Aug., 1863.

358 By the Honorable Samuel R. Betts, one of the judges of the circuit court of the United States for the southern district of New York, in the second circuit: To E. Delafield Smith, Esq., att'y of the United States, acting on behalf of the United States in the suit in prize of the United States of America, libellants and captors, in interest against the ship Cheshire, her tackle, apparel, and furniture and cargo:

Whereas Joseph Battersby, of Manchester, England, claimant of the ship Cheshire, her tackle, &c., and William Battersby and Joseph Battersby, of the same place, claimants of cargo of said vessel, have lately appealed to the Supreme Court of the United States, at the city of Washington, from a decree rendered by the judge of the circuit court of the United States for the southern district of New York, second circuit, made in favor of you, the said libellants, and whereby the decree of the district court of the United States for the southern district of New York, condemning the said vessel and cargo, was affirmed in all respects, and has *has* filed the security required by law, you are therefore hereby cited to appear before the Supreme Court, at the city of Washington, on the first Monday of December next, to do and receive what may appertain to justice to be done in the premises.

Given under my hand, at the city of New York, in the southern district of New York, in *in* the second circuit, the eighteenth day of August, in
359 the year of our Lord one thousand eight hundred and sixty-three, and of the independence of the United States the eighty-eighth.

SAM'L R. BETTS.

Filed Aug. 18, 1863.
Due service admitted.

E. DELAFIELD SMITH, *U. S. Dist. Att'y.*

Filed December 12, 1863.

Supreme Court of the United States.

THE SHIP CHESHIRE AND CARGO,

JOSEPH BATTERSBY, Claimant of the Ship, and WILLIAM BATTERSBY and JOSEPH BATTERSBY, Claimants of the Cargo,

Appellants,

vs.

THE UNITED STATES,

Respondents.

STATEMENT, FACTS, PLEADINGS AND POINTS.

CHARLES EDWARDS,
Advocate for Claimants, Appellants.

NEW YORK:
WM. C. BRYANT & CO., PRINTERS, 41 NASSAU ST., COR. LIBERTY.

1866.

Appeal from the Circuit Court

FOR THE SECOND CIRCUIT.

Facts.

The ship *Cheshire* belongs to Liverpool, England, and had long traded between that port and Savannah.

She was owned by Joseph Battersby, of Manchester, England.

Her cargo belonged to William Battersby and the said Joseph Battersby, trading in Manchester, England, under the style of William Battersby & Co. They had had an agency house, for years, in Savannah.

Her voyage was ostensibly from Liverpool to Nassau, N. P.

She had nothing contraband of war on board. Her cargo was principally coffee, salt, tin, blankets, earthenware and pickles (fol. 104, p. 34, and 287–8, p. 122) the whole truthfully described on her bills of lading.

She sailed from Liverpool on the 10th day of October, 1861, and was seized by the steamship *Augusta, at sea*, about nine miles from Tybee Light, on the 6th of December following, ten miles off Savannah Bar (fol. 101–2, p. 35). She had not even reached any blockading squadron. Craig, Master (fol. 144–5, p. 51): "At the time of the vessel being taken, we were lying to, about nine miles off Tybee, with her head to the southward. We had been standing off and on, for twenty-eight hours previous, to speak the blockading squadron, but had not succeeded, although we attempted to speak a sloop-of war belonging

to the blockading squadron, which passed about a mile from us. When we first discovered the *Augusta*, we were lying with our head to the southward, and we immediately wore ship towards the westward, in order to speak to her."

The captors broke bulk, and injured cargo.

Improperly severed the crew—keeping back the master, mate and eleven seamen; and committed gross personal wrong towards some of them.

And the British flag was dragged down, and torn and that of the United States run up in its place.

The vessel was brought into New York, by a prize crew, on the 19th of December, 1861, with the supercargo and boatswain only, who were examined, *in preparatorio*, on the next day, 20 December, 1861. December 28th libel filed.

As the Master was not brought in, the Supercargo, Thomas Stone, at first intervened, and put in a claim for the owners (fol. 13, p. 4, 5, 6) and another was afterwards interposed. (fol. 36, p. 12.)

As the master, mate and greater part of the crew (eleven) were continued to be kept away from New York, although the *Cheshire* had been brought in, and only her supercargo, boatswain and an ordinary seaman had been examined, her proctor, on the 20 of January, 1862, obtained a monition, requiring the United States, as captors, to bring in before the Prize Commissioners, for examination, the master, first mate and crew, or the two former, and such of the crew as the Commissioners should require for examination *in preparatorio*, and so that, if this were not done before the return of the monition, cause be shown on such day why the vessel and cargo should not be released and restored. (fol. 29 to 84 p. 10, 11.)

They were not brought in until the Navy Department had sent a command for that purpose, (fol. 26–7, p. 9) arriving on the day immediately prior to the return of the monition.

On the 24th and 25th of January, 1862, Henry Dawson, mate, William Gill, seaman, and James Craig, master, were examined before Mr. Commissioner Owen, and the proctor for the claimants supposed that the testimony was then

closed. But it appears that some days afterwards, namely, on the 29th of January, the testimony of a boy named George Thornton was taken down by some clerk, assistant or person in the employ of Mr. Commissioner Elliot. A motion in relation to this lad's testimony was connected with the hearing of the cause in the Circuit Court. The deposition of this sailor boy, George Thornton, should be cast aside, not only from circumstances attending the taking of it, but because it is at variance with all the other witnesses in number, and there being patent falsehoods in it.

The Circuit Justice did not give any credit to it.

Pleadings.

U. S. DISTRICT COURT,

SOUTHERN DISTICT OF NEW YORK.

THE UNITED STATES OF AMERICA, *vs.* THE SHIP "CHESHIRE," HER TACKLE, APPAREL, AND FURNITURE, AND CARGO.	In Prize.

To the Honorable SAMUEL R. BETTS, Judge of the District Court of the United States for the Southern District of New York:

The Libel of Information in prize filed herein by E. Delafield Smith, attorney of the United States for the Southern District of New York, on behalf of said libellants and of the naval captors in interest, respectfully represents to this Honorable Court:

I. *First.*—That the ship or vessel called the *Cheshire*, with the goods, wares and merchandise laden therein, was captured as lawful prize, on or about the sixth day of December instant, 1861, and on the Atlantic Ocean, off Savannah bar, by the United States steamer the *Augusta*, Commander E. G. Parrott, U. S. Navy, commanding.

II. *Second.*—That the said ship or vessel called the *Cheshire*, with the goods, wares and merchandise laden therein, were, at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and, as such, should be condemned and forfeited to the use of the libellants.

III. *Third.*—That the said ship or vessel called the *Cheshire*, with the goods, wares and merchandise laden therein, have been brought to the port of New York, and are now at said port, and within the jurisdiction of this Honorable Court.

IV. *Fourth.*—That by reason of the premises, the said ship or vessel called the *Cheshire*, her tackle, apparel and furniture, with the goods, wares and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned as lawful prize to the libellants.

That all and singular the premises are and were true and within the jurisdiction of this Honorable Court, in attestation whereof the said attorney exhibits the said ship's papers, and the documents, &c., found on board, together with the testimony of the witnesses, duly taken *in preparatorio* by the Prize Commissioners appointed by this Honorable Court, which are or will be duly filed in the registry of the Court.

Wherefore, the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this Honorable Court against the said ship *Cheshire*, and her tackle, apparel and furniture, and the goods, wares and merchandise laden therein in this behalf to be made, and that all persons interested in the said ship and her cargo may be cited to answer in the premises, and that all due proceedings being had therein, this Honorable Court may be pleased to decree for the condemnation and forfeiture aforesaid; and that the said ship *Cheshire*, her tackle, apparel and furniture, with the goods, wares and merchandise laden therein, may be condemned as lawful prize to the use of the United States.

E. Delafield Smith,
U. S. District Attorney.

U. S. DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF N. YORK.

THE SHIP "CHESHIRE" HER TACKLE APPAREL AND FURNITURE AND ALSO HER CARGO

ads.

THE UNITED STATES OF AMERICA.

To the Honorable SAMUEL R. BETTS, Judge of the District Court of the United States for the Southern District of New York.

The claim of Joseph Battersby, as owner of the above ship *Cheshire*, her tackle, apparel and furniture, and also as part owner of her cargo, and of William Battersby, brother of the said Joseph Battersby, as part owner of such cargo, the said William and Joseph Battersby being both of them British subjects, and who have never thrown off their allegiance to the Queen of Great Britain, nor declared their intention of doing so, and trading and doing business at Manchester, England, under the style of William Battersby and Co., to the libel of the United States of America.

First.—They say they are British subjects as aforesaid, and trading at Manchester under the style aforesaid.

Second.—This Claimant, the said Joseph Battersby, says he is and was at the time of the alleged seizure, mentioned in the said libel, sole owner of the said ship *Cheshire*, her tackle, apparel and furniture.

Third.—And the said William Battersby and Joseph Battersby say they are and were, at the time of the alleged seizure mentioned in the said libel, sole owners of the whole of the said cargo of the said ship "*Cheshire*."

Fourth.—These claimants admit that the said ship *Cheshire*, with the goods, wares and merchandise laden therein, was seized on the Atlantic Ocean by the United States Steamer, The *Augusta*, E. G. Parrott, Commander, but they say it was a wrongful taking, and she was not a lawful prize when taken or captured.

They deny that the said *Cheshire*, and the goods, wares and merchandise laden therein, or any or either of them, were at any time or are now rightfully subject to any such capture; nor were they, nor are they, lawful prize, nor as such, or otherwise, ought they to be condemned or forfeited to the use of the United States. Nor liable to condemnation or forfeiture as lawful prize.

And these claimants say that the said ship *Cheshire* on the voyage on which she was taken (or, as it is called "captured") was commanded by James Craig, having a first mate named Dawson and boatswain and a crew of ten seamen and two men who worked their passage, a cook and a boy, and that the said master, and mate and the ten seamen and one of the men who worked their passage were taken out of the said ship *Cheshire* when or soon after she was so taken or captured, namely, on the 6th day of December, 1861, and, as prisoners, put on board the said United States vessel *Augusta*, and completely thereafter severed from the vessel; and none of them have been again put on board the *Cheshire;* nor even brought to the port of New York, nor been released or set at liberty from the said *Augusta* so far as these claimants and those acting for them and deposing to this claim know, have been informed and believe. Also these claimants say that the said commander of the *Augusta* by his officers and crew caused bulk to be broken of the said cargo and overhauled it, and acted destructively by it, and was the cause of valuable portions of it being destroyed and also stolen by his crew after he had so taken her. And that since then and while the said ship and cargo have been within the port of New York and before these claimants had the opportunity of intervening for their interests and rights and in the compulsory absence of the said master, mate and seamen, an *ex-parte* order has been had herein and the said cargo removed from the said vessel. And these claimants say, from tally or list furnished

them, the cargo is considerably short in quantity from the time she was so taken up to the time of putting in this claim.

Wherefore the said claimant Joseph Battersby claims the release and restoration to him of the said ship *Cheshire* her tackle, apparel and furniture, with such amount for losses, charges, damages, demurrage and expenses, fees and costs as have arisen or ought to attach under the circumstances; while the said claimants the said William Battersby and Joseph Battersby claim restoration to them of all and every the cargo of the said ship *Cheshire* her tackle, apparel and furniture with such amount for losses, charges, damages and expenses, fees and costs as have arisen or ought to attach under the circumstances.

JOSEPH BATTERSBY
by Thomas Stone.
WILLIAM BATTERSBY
by Thomas Stone.

CHARLES EDWARDS,
Proctor and Advocate.

Southern District of New York, ss.:

Thomas Stone, of New York, Master Mariner, being duly sworn, maketh oath and saith: That he has been in the employ of the above claimants Joseph Battersby and William Battersby for upwards of four years, and that he was a passenger on board the above ship *Cheshire* and supercargo on the voyage on which she was seized by the United States vessel of war *Augusta*, and was brought in her by the prize crew to the port of New York. That he makes this test oath and hereby deposes to the verity of the above claim.

That the above ship *Cheshire* is the property of the said Joseph Battersby and the cargo is the property of the said Joseph Battersby and William Battersby, who are British subjects, doing business at Manchester, England, under the style of William Battersby & Co.

That, in regard to the breaking of bulk by the captors, as referred to in the claim, this was done without any necesity, for all the cargo was in the most perfect order, and thoroughly well and securely stowed and protected, nor

was any attention to the due protection of the cargo given by the captors; the officer of the captors ordered the hatches to be taken off, which was done, and caused and had crates of crockery cut open, boxes which contained needles bored into by an auger, so that needles came out with such auger; two cases of wine and of gin, in bottles, were broken into, and all the contents of the bottles taken or drank by some of the crews of the United States vessels; that this was done after the *Cheshire's* crew had been taken away from her. These crews from such United States vessels came on board the *Cheshire* and took anything they had a mind to, and no officer stopped them, and, when anchored, boats kept coming and going to and from the said ship from the said steamer *Augusta* all day, and each crew seemed to take away what they pleased or wanted; for instance, they took sugar, tea, coffee, buckets and swabs; also the commander of the *Augusta*, about the time the said vessel the *Cheshire* was seized, ordered the British colors, which had been flying on board the latter, to be torn down, which was immediately done, and torn in two; and by the same order the United States flag was run up in its place. Also this deponent says, that he knows that the master, mate and crew were severed from the vessel, as referred to in the libel, and that they were never returned, and this deponent has been daily seeking information about them, and for all deponent knoweth they are still on board the said United States vessel *Augusta*.

That both the above claimants are out of the jurisdiction of this Court, and as the master is forcibly kept away as aforesaid, this deponent makes this test oath. Also he says that the aforesaid ship *Cheshire*, with her tackle, apparel and furniture, did belong to the above claimant, Joseph Battersby, before and at the time of the seizure referred to in this cause, and still does belong to him as sole owner. Also that her cargo claimed in this suit did belong to both the above claimants before and at the time of the seizure referred to in this cause, and still does belong to them as owners, partners, under the style of William Battersby & Company, doing business at Manchester, England, both being British subjects; that the said ship, at the commencement of her voyage, was well provisioned with small stores

for twelve months, but they are all gone, and a greater portion of what were in her at the time of her seizure must have been stolen after her master, mate and crew had been taken away, and such greater portion thus stolen away being worth three hundred and fifty dollars.

THOMAS STONE.

Sworn at the city of New York, this 17th day of January, 1862, before me, as witness, thus, my hand and seal of office.

[SEAL.]

A. O. SALTER,
Notary Public,
New York City.

Southern District of New York, ss.:

Alonzo Cummings, mariner, being sworn, maketh oath and saith, that he was boatswain on board the ship *Cheshire* on her voyage embraced in this suit; that he has heard read the annexed deposition of Thomas Stone, and knows the contents thereof, and that all which has relation to the separating the master, mate and seamen from the vessel is true, and also as to the captors breaking bulk, and breaking into cargo, and also the stealing; that this deponent was present in the hold when the goods were broken into, and also was present in the vessel when the goods, articles and things were stolen, as mentioned by the said Thomas Stone in his said deposition.

ALONZO CUMMINGS.

Sworn at the city of New York, this 17th day of January, 1862, before me, as witness, thus, my hand and seal of office.

[SEAL.]

A. O. SALTER,
Notary Public,
New York City.

U. S. DISTRICT COURT,

FOR THE SOUTHERN DISTRICT OF NEW YORK.

The Ship CHESHIRE, her tackle, apparel and furniture, and also her cargo,

ads.

THE UNITED STATES OF AMERICA.

To the Honorable Samuel R. Betts, Judge of the District Court of the United States, for the Southern District of New York.

The further and additional claim of Joseph Battersby, as owner of the above ship *Cheshire*, her tackle and furniture, and also as part owner of her cargo, and William Battersby, brother of the said Joseph Battersby, as part owner of such cargo; the said William Battersby and Joseph Battersby, being both of them British subjects, and who have never thrown off their allegiance to the queen of Great Britain, nor declared their intention of doing so, and trading and doing business at Manchester, England, under the style of William Battersby and Co.—to the libel of the United States of America. This further and additional claim being put in by allowance, under an order of this Court, dated the 24th day of January, 1862.

First.—They reiterate the facts that they are British subjects, and trade in Manchester, England, under the style aforesaid. That this claimant, Joseph Battersby, at the time the *Cheshire* was seized, was, and still is, her sole owner. That both these claimants were and are owners of the whole of her cargo. That she and her cargo were wrongfully seized, and such wrongful acts were done in regard to both the same, as is set forth in their former claim, and in the deposition thereto annexed.

Second.—That having had large mercantile transactions

with Savannah, Georgia, before the time of the domestic troubles in the United States, and theretofore an agency there, and being under the *bona fide* expectation, on account of assurance of the secretary of state of the United States to foreign states, that hostilities would be quelled within a specified number of days, and that the blockade of Savannah would, in all probability, be raised before the end of last year; and being, moreover, under the *bona fide* belief that merchant vessels, engaged in lawful commerce, were entitled to sail to a distant blockaded port, for the purpose of making enquiries, and if not intending or attempting to run the blockade, were entitled to a warning before being liable to seizure; these claimants loaded the *Cheshire* in Liverpool, through Mr. Charles Hill, as forwarding agent, consisting principally of salt, coffee, earthenware, tin plates, blankets, &c., being articles which they considered would produce a good and safe return. That such cargo was, and still is, altogether, the property of these claimants, and was shipped on their account, and that no citizen of the so called Confederate States, or any portion of the United States, is either directly or indirectly, in any way interested therein, or in the said vessel. That the said Charles Hill was particularly requested to give strict instructions to the master of the said *Cheshire*, *James Craig*, (who deposes to the annexed test-oath), that he was to take care that the instructions to the said master were to be as precise as possible, to the effect that no attempt, whatever, should be made to break the blockade, and that he was to call off Savannah merely for the purpose of making enquries. That such instructions were accordingly given in distinct terms to the said master, prior to the sailing of the said vessel. Also, these claimants say, that they effected four policies of insurance on the said vessel, her freight and cargo. The originals whereof are hereto annexed. That aside from all anxiety of their own to avoid any and every act which should jeopardize either vessel or cargo, it will be seen that in three of such policies the following clause, in three of such insurances, must have caused them to be more cautious.—"Warranted free from capture, seizure and detention, and any consequences of

hostilities; also, from claims for loss or damage, arising from seizure, detention, or the consequences of any other hostile act of the federal government or governments, or people of any of the seceding or revolting states of the American Union; also, from any claims arising from any act of barratry of the master or mariners of the ship."—"Should Savannah remain blockaded, the vessel to proceed to Nassau." While the remaining policy contains, in effect, what is above set forth, (as being in the three others.)

Third.—And these claimants submit the annexed protest, in which the said master has joined, as containing circumstances which must or ought to be taken in connection with this their claim, and as though the facts and circumstances therein detailed had been embraced in this their claim.

Wherefore, these claimants demand and claim the restitution of their said vessel and cargo, and for all losses, charges, damages, demurrage, expenses and fees, as in their original claim they have asked.

JOSEPH BATTERSBY,
By JAMES CRAIG.
WILLIAM BATTERSBY,
By JAMES CRAIG.

CHARLES EDWARDS,
Proctor and of Counsel.

Southern District of New York, ss.:

James Craig, being duly sworn, maketh this his test oath: He deposes to the verity of the above claim of Joseph Battersby and William Battersby. He also saith, that he was master of the above ship *Cheshire* on the voyage on which she was seized, and that he is the James Craig, who has joined in the annexed protest. Also, that the above ship *Cheshire*, with her tackle, apparel and furniture, was the sole property of the said Joseph Battersby at and before the said seizure, and will be his sole property if restored by the above Court. Also, that her entire cargo was the property of both the said claimants, Joseph Battersby and William Battersby, prior to and at the time of

the aforesaid seizure, and will be their sole property if restored by the above Court.

JAMES CRAIG.

Sworn, at the city of New York, this third day of February, 1862, before me, as witness thus my hand and seal of office,

A. O. SALTER,
Notary Public,
[L. S.] New York City.

UNITED STATES OF AMERICA.

State of New York, ss.:

[SEAL.] By this public instrument, be it known to all to whom the same doth or may concern, that I, Charles Edwards, a Public Notary, in and for the State of New York, by letters patent under the great seal of the said State, duly commissioned and sworn, and in and by the said letters patent invested "with full power and authority to attest deeds, wills, codicils, agreements and other instruments in writing, and to administer any oath or oaths to any person or persons," do hereby certify, that on the day of the date hereof, before me personally came and appeared JAMES CRAIG, Master of the British ship *Cheshire*, of Liverpool, England—he having heretofore, namely, on the 23d day of January, 1862, noted his protest with me; and also, now, with the said James Craig, comes HENRY DAWSON, First Mate of the said ship, and WILLIAM JONES, JOSEPH COVENTRY and JOHN WARD, three of the seamen of the said vessel; and they, being by me first duly sworn on the Holy Evangelists of Almighty God, do depose as follows: That on the 10th day of October, 1861, the said ship *Cheshire*, being then tight, staunch and strong, and well and sufficiently equipped, manned and apparelled, and with her cargo well and securely stowed, and with a crew of 18 men on board (officers, supercargo and crew, all told),

sailed from the port of Liverpool, England, on a voyage to Nassau, New Providence. On the 14th day of the same October she put into Belfast Bay, Ireland, from stress of weather and in order to set up rigging and to fill up water. Left there on the 17th of same month and went out at the North Channel. On the 18th of October, Tory Island bore west, distant about 6 miles, from which the vessel took her departure. She proceeded to the westward on a usual course. And nothing particular occurred, except squally weather from the early part of the voyage. On the 4th of December struck soundings in 45 fathom water. Stood in under easy sail on 18 fathoms. That night tacked ship and stood off and on until daylight. Stood in again on the morning of the 5th of December, and sighted land in a line with Port Royal. Saw vessels at anchor outside and endeavored to speak them. Saw a U. S. sloop-of-war and hove-to the *Cheshire* and endeavored to speak, but she passed under the lee of the *Cheshire*, tacked and passed to the windward and took no notice. The British colors were flying at the time (upon the *Cheshire*), the ensign at the peak and the Jack at the fore. The *Cheshire* lay-too all day. Vessels of war all in sight off Tybee. The wind N. E. The *Cheshire* run down and tried to speak them, but they went in before this could be done. Tybee light-house bearing west about 9 miles. At noon saw a schooner outside the bar and tried to speak her, but could not. At 3 P. M. made for a steamer coming from the southwest and tried to speak her, but she proceeded into Tybee. At 5 P. M. tacked off shore under easy sail. At 2 A. M., December the 6th, tacked and stood in shore. At 8 A. M. sighted land between Tybee and Port Royal. Saw a sail to leeward at anchor; bore down in order to speak her, but a steamer took her in tow, so that it could not be done. At the same time made out a vessel astern, coming down upon the *Cheshire*, so the latter hove-to, her head to the eastward, and at 11 A. M. wore ship with her head to the westward, in order to try to speak her. At this time, Tybee bore W. by N., distant about 9 or 10 miles, and there was 9½ fathom water. The ship proved to be the U. S. steamer *Augusta*. She fired a gun and hailed the *Cheshire*, asking where she was from and where bound to,

this was answered by stating that the vessel came from Liverpool and was bound for Nassau. The *Augusta* then sent a boat with officer and armed crew on board, and demanded and examined the ship's papers. The commander of the said steamer came on board the *Cheshire* and ordered the British flag to be torn down, and which was done, it being torn in two, and the American ensign was hoisted in its place and continued up, and the said commander also declared he should take possession of her, and which was done, and several boats with armed crews came on board, and took off the hatches and broke bulk of cargo, cut crates open, broke or bored into boxes and barrels, and opened many things that came in their way, and seized and took away any article they chose, as, for instance, liquids, tea, sugar. At 2 P. M. the United States vessel's officers took all the crew of the *Cheshire* to the *Augusta*, the captain and ten seamen and one man who was working his passage; while the man-of-war's men remained on board the *Cheshire*, and she was taken in tow towards Charleston bar. The man-of-war's men who had charge of the *Cheshire* did just what they pleased, going into her cabin and taking what they chose, and there was no one who checked them.

That this appearer, James Craig, master, and ten of the crew (of which these appearers, William Jones, Joseph Coventry and John Ward were a part), were taken by the United States' officers and men from the *Cheshire* to the *Augusta* on the 6th day of December last, while this appearer, Henry Dawson, mate, was taken there the day after, namely, the seventh of December. That after being on board of the *Augusta* about three days, the greater portion of the crew of the *Cheshire* were required or compelled to work the *Augusta* in watches with her crew, under the threat of being put in irons if they did not, and in connection therewith her first lieutenant ordered her boatswain's mate to choose out of the *Cheshire's* crew to stand watch and work with the steamer's men, which was done, under the threat aforesaid.

And this appearer, William Jones, one of the said crew of the *Cheshire*, says, that one night, on board the *Augusta*, the master-at-arms roused this appearer up and ordered

him to go on deck with the steamer's crew so as to work watch with them, but this appearer did not comply. On the Monday following, the sixteenth of December, while this appearer, William Jones, was walking the deck, the first lieutenant, named Howsen, was standing upon the bridge, and anchor was being weighed, and he asked this appearer whether he was not put into one of the watches? appearer told him no, and then the said lieutenant ordered this appearer to take hold of the tackle-fall and go on to work with the men of the steamer *Augusta*. This appearer told him he did not come on board that ship to work, and he would not work on board her for him or any other man. Then the first-lieutenant called the master-at-arms and told him to take this appearer abaft the mast, and this first-lieutenant followed, where commander E. G. PARROTT ordered appearer to be put in double-irons, which was done, *i. e.* irons on the ankles, while the irons upon the hands fitted the wrists tightly, and were what are called bar-irons, having a bar of iron between each, so that the hands could not meet in any posture. He was thus confined between the guns on the quarter-deck in the day time, and at night in the brake with a sentry over him from Monday morning, he sixteenth of December, until between 10 and 11 A. M. of Thursday thereafter. When the early part of this unjust punishment had just commenced this appearer sat down between the guns, but shortly after Commander Parrott, ordered this appearer to stand up, and added that if he caught appearer sitting down again he would truss him up (in other words, hang me up by the arms). And this appearer was, from this threat, compelled thereafter to keep standing each day. Then on the said Thursday, about noon, the master-at-arms came to appearer, took him abaft of the mast where the commander shortly after came from out of the cabin with the 1st lieutenant, and told deponent he was going to let appearer at liberty this time, but next time appearer should have a worse punishment. And this appearer, Wm. Jones, solemnly declares, he gave no just cause for any such punishment so inflicted upon him.

That on the 15th day of December, while the said master's mate, ten men and the man who had been working his

passage, were on board the *Augusta*, she spoke the U. S. steamer *R. W. Spaulding*, and mails were put on board of her for the North; and the master's mate and men of the *Cheshire* could then have been forwarded northward; and on the 20th of December, the U. S. steamer *Cahawba* left Charleston Bar northward, and they could have been so forwarded by her. But they were all compelled to remain on board the *Augusta*, while the *Cheshire*, with the super-cargo, Mr. Stone and family and servant, cook, boy, and boat, swain (Alonzo Cummings), and a prize crew of ten, and two officers, had been started for New York on the 8th of December.

That on the 18th of January, 1862, orders were sent for the said Master Craig, mate, Dawson, 10 of the crew, and man who had been working his passage to be on board the flag-ship *Wabash*, where the first mate, crew of 10 men, and a man who had been working his passage were kept for two days on nothing but bread and water—the bread consisting of but 6 square crackers or navy bread in all, for breakfast, dinner and supper, with a drink of water to each man.

On the 20th of January, they were all removed again from the *Wabash* to the U. S. steamer *Atlantic*, and arrived in her at New York on the 23d of January; and on the next day they were delivered to the prize Commissioner.

That these appearers, James Craig (master), Henry Dawson (mate), William Jones, Joseph Coventry, and John Ward, (with the remainder of the ten of the crew of the *Cheshire*, and the man who had been working his passage,) were thus severed from their vessel from the 6th or 7th of December, and not brought into New York (still severed from their vessel) until the 23d of January; whilst the *Cheshire* had arrived in the port of New York, as these appearers have understood and believe, on the 19th of said December.

And this appearer, James Craig, also saith, that, prior to the commencement of the voyage from New York, (before detailed,) he had most particular instructions from Mr. Joseph Battersby, the owner of the said vessel, the *Chesh-*

ire, (through Mr. Charles Hill, who acted in putting the cargo on board, and which cargo belonged to the said Joseph Battersby and his brother, Mr. William Battersby, both British subjects) that this appearer, as such master of the said ship *Cheshire*, and with such cargo on board, was not to attempt to enter any blockaded port, for that the policy of insurance upon the ship and cargo was very stringent in its conditions; and that this appearer was only to call off the port of Savannah, with a view to see whether there was a subsisting blockade upon that port, and not to attempt to go in if there should be one. Also, this appearer, James Craig, says that at no time during the voyage herein detailed was any endorsement, warning or other writing ever put upon the register, or any other paper of the said ship *Cheshire*, as to Savannah or any port being in a state of blockade, or anything whatever relating to any blockade or intended blockade.

Wherefore, the said James Craig, master, has requested me to protest, and I, the said notary, at such his request, have protested, and by these presents do publicly and solemnly protest against all and every government, officers, official agents acting on behalf of the United States of America, and all and every person and persons whom it doth or may concern, and against all and singular the wrongs, hostile conduct, imprisonment, and circumstances already set forth in the foregoing declaration, on oath, for all manner of losses, costs, damages, reprisal, demurrage, charges, expenses, and injuries whatsoever which the ship *Cheshire*, her tackle, apparel and furniture, or cargo, and the freight by her earned or to be earned, or either or any of them, or any part thereof, have already sustained or may hereafter sustain, by reason or means of the foregoing premises.

Whereof an attestation being required, I have granted this under my notarial firm and seal.

Done at the city of New York, in the said State of New

York, the thirty-first day of January, in the year of our Lord one thousand eight hundred and sixty-two.

In *præmissorum fidem.*

CHARLES EDWARDS,
35 Pine street, New York.

(Signed,)

JAMES CRAIG,
Master of ship *Cheshire.*
HENRY DAWSON.
JOSEPH COVENTRY.
WILLIAM JONES.
JOHN WARD.

POINTS.

I.—*The ownership of the vessel is complete in Joseph Battersby, a resident of Manchester, England; and the cargo belonged to Joseph and William Battersby, British subjects, of Manchester.*

Thomas Stone's deposition, fols. 102, '3, p. 35.
5.—"She has a full British register in his name;" "*Cheshire* is a merchantman, of Manchester, England."
7.—"Mr. Battersby delivered her to the captain."

Fols. 105, '6, p. 36.
14.—"I know Mr. Battersby to be the owner from the register, and I have heard him say he was the owner."

Capt. Craig, Fols. 135, '6, p. 48.
5.—"Captured vessel was a merchantman, and was owned by Mr. Joseph Battersby, residing at Manchester.
7.—"I was appointed to the command of the *Cheshire* by Mr. Battersby, in Liverpool."

Fols. 145, '6, p. 51.
37.—"I do verily believe that, if the vessel should be restored, she will belong to the person now asserted to be her owner, and to no other."

Dawson, mate, Fols. 85, '6, p. 28.
14.—"The owner of the vessel at the time of capture was Joseph Battersby."

Cummings, mate, Fols. 126, '7,
"The owner of the ship at time of capture was a man named Battersby, or some such name; can't tell exactly what; I have seen that he was the owner from the ship's register; I can't say where he was born; he is called an Englishman, and resides at Lancashire, in England."

Fols. 131, '2. Id. 37.—"The *Cheshire* was sold in May, 1861, by Brigham, Baldwin & Co. of Savannah, to Mr. Battersby, of Lancashire, in England; I believe the sale was truly and fairly made, because she is registered in the Custom-House in Liverpool, and she could not thus be registered unless she was fairly bought."

Bill of sale, &c., from Custom-House at Liverpool was offered on the hearing in the Circuit Court and admitted.

Capt. Craig, Fols. 138, '9, p. 49. 14.—"and Joshua and Wm. Battersby owned her cargo," &c.

Fols. 138, '9, p. *Ib.* 16.—"I have already stated that Joshua and Wm. Battersby owned her cargo and were laders thereof."

Dawson, Fols. 85, '6, p. 28. 14.—Confirms ownership in Joseph Battersby & Co.

Endorsement of Bills of Lading. Fols. 204 *et seq.*, p. 80, 81.

II.—*It is a mistake to insist that a foreign vessel may not, in war time, clear for one port and have instructions to go to another.*

In the absence of fraudulent motive, owners have a right so to instruct.

In the case of *Gibbs* vs. *The Two Friends*, to be found in 3d vol. of Hopkinson's Works, (59 Philadelphia edition), it appears that the brig *Susannah* cleared out from the naval office in the port of Rhode Island, and sailed with a cargo, as for Hispaniola, but, in fact, for Turks Island. The Court did not deem it an offence, or as though there were double papers, inducing condemnation.

The Dispatch, McKever, 1 Acton, 163.

The case of *The Sheperdess* Miller, 3 C. Rob. 262, confirms the right to sail with a contingent destination.

III.—*As some knowledge of Savannah being blockaded had reached England, no British merchant would have chosen to risk the sending of his vessel or merchandise with clearance and bills of lading for delivery direct to that port.*

The owners of the Cheshire and of her cargo made an honest clearance for a neutral port, Nassau; but inasmuch as this vessel had been in the Savannah trade, and her owners had had an agency there prior to the war (Record, p. 12, fol. 37; p. 44, fol. 125), there was the natural wish to seek Savannah for orders, if it could be done, without infringing a blockade.

In the first mentioned instance, there would have been presumption of wrong intention from the start, followed by wrong activity, "*intention and act;*" but in the second, and as it was, there was honest motive and commendable instruction to the master, while the conduct of the latter proves he respected his orders and the war rights of the United States. Here was neither "intention" nor "act" as severely understood in international law.

The idea of Savannah was not a cunning suggestion, first thought of when seized, or at the time of testimony *in preparatorio*. It was expressly directed in Liverpool by owners and known to the crew.

The master, Craig.—"I had orders from the owners to speak the blockading squadron at Savannah." "I was to speak the blockading squadron, and if the ports were blockaded I was to go to Nassau, N. B., or Halifax, N. S.; but on no account was I to enter any blockaded port."

p. 48, fol. 137.
p. 49, fol. 139.

Ib., p. 50, fol. 141.—"The Southern ports were under an order of blockade by the United States Government at the time I went to speak the blockading squadron. I made no attempt to enter any of these ports." "I do not believe that our vessel, ever after the blockade of Savannah, and with notice thereof, attempted, covertly or secretly, to enter or sail therefrom without success. My sailing orders expressly forbade my so doing."

Ib, p. 51, fols. 144-5.—"At the time we were taken we were lying at about nine miles off Tybee, with our head to the southward. We had been standing off and on for twenty-eight hours previous, to speak the blockading squadron, but had not succeeded, although we attempted to speak a sloop of war belonging to the blockading squadron which passed about a mile from us. When we first discovered the *Augusta* we were lying with our head to the southward, and we immediately wore ship towards the west in order to speak her. Our course at all times, when the weather would allow, was directed towards Savannah to speak the blockading squadron off that port."

Ib. p. 146.—"The ship and cargo were bound to speak the blockade squadron at Savannah; and if that port was blockaded I was to go to Nassau or Halifax, or any other port that was not blockaded and the wind would favor me."

Ib., p. 52.—"The *Cheshire*, during the voyage in which she was captured, sailed to but did not attempt to enter the port of Savannah which was then blockaded by the United States. I was never warned

not to proceed to or attempt to enter into or to escape from such blockaded port."

Henry Dawson, mate.—"The captain said he was author-
p. 29, fol. 87. ized by the owners to speak the blockade."

Ib., p. 30, fol. 89.—"The *Cheshire* was hove to at the time the *Augusta* was first seen. This was done to speak the blockade. She had been so for about thirty hours before we saw the *Augusta*. We continued to lie until we were boarded."

Ib., fol. 90.—"The *Cheshire* did not sail to or attempt to enter any port under blockade."

Thomas Stone, supercargo.—"I did not know that the port
p. 37, fol. 107-8. was blockaded. I knew it had been. I knew that before I left Liverpool. The master and owners knew it had been blockaded. We all supposed the blockade might be taken off. The owners gave orders, in my presence, not to enter if the port was under blockade."

"All I can say is, we were taken off Savannah, but we made no attempt to enter. We lay off there two days without speaking any vessel. We tried to speak three or four, but could not. We had no warning not to enter."

Ib.—"I believe she did not intend to run the blockade, and made no attempt to do so.

Ib.—"I was told the ship and cargo were insured in part for the voyage to speak the blockading squadron, and if blockaded, from thence to Nassau."

Ib., p. 8.—(In the commencement of this examination, this witness shows he is a citizen of New York, and family residing in Williamsburg, next to New York.)—"There was no passengers except my-

self, wife and two children, and servant girl. We are American citizens. We came from Liverpool. We were bound to Savannah, New York, or Nassau. We wanted to come to New York.

Ib.—"We were lying to when taken. We had been waiting for a vessel to speak her.

Alonzo Cummings, second mate.—"I heard the owners say p. 44, fol. 125. they were going to clear her for Halifax or Nassau. She was to go to Savannah and speak the blockading squadron.

Ib., p. 45, fol. 128.—"I was told the captain had a letter from the owners, instructing him to run to and speak the blockading squadron off Savannah. Savannah was under an order of blockade by the United States Government at the time we were captured. We did not try to run the blockade."

Ib., fols. 46, 131.—"When we were taken we were lying to, waiting to speak to the blockading squadron. Our course at all times, when the weather would permit, was directed to the blockading squadron off Savannah, which we were to speak. If Savannah was blockaded, we were to sail to Nassau, N. P. Our general course from Liverpool was direct to the blockading squadron, and this course was not altered at any time. I believe that the vessel and cargo were really destined for Nassau, N. P., had the port of Savannah been blockaded."

Ib., 47.—"The *Cheshire* never attempted to sail to or depart from any port blockaded by any belligerent power, except that on the 4th or 5th of June, 1861, she sailed under British colors, with the British Consul's certificate, from Savannah, within the time allowed by law."

Record, pp. 17, 18, 19, 20, 22, 24.

There is, also, this fact, that the owners effected large insurances with a reasonable contingency as to Savannah. One insurance: "At and from Liverpool to Nassau, New Providence, and whilst in port; due for thirty days after arrival, with leave to call off Savannah, and to go in, provided there is no blockade," &c.

Another insurance: "At and from Liverpool to Savannah or Nassau, and thirty days after arrival at the latter port. Should Savannah remain blockaded, the vessel to proceed to Nassau.' Third Insurance.—"At and from Liverpool to Savannah or Nassau, and for thirty days after arrival at the latter port. Should Savannah remain blockaded, to proceed to Nassau." Fourth Insurance;—"At and from Liverpool to Savannah or Nassau, for thirty days after arrival, including risk of craft to and from the vessel at the latter port. Should Savannah remain blockaded, the vessel to proceed to Nassau."

These insurances are, in direct terms, to be void if there should be any act of the vessel which may cause capture, seizure, detention, or condemnation, in consequence of our civil war: "Warranted free from all attempts at capture, seizure or detention, and all consequences of hostilities, and also from any hostile or illegal act or acts of the United States Federal Government, or people thereof, or of the Government of any seceding State or States, or of the American Union. And should the ship be captured, seized or detained, this policy

to be void." The Master had express notice of this before he sailed.

Record, p. 16.

"And this deponent, James Craig, also saith, that prior to the commencement of the voyage from Liverpool (before detailed), he had most particular instructions from Mr. Joseph Battersby, the owner of the said vessel, the *Cheshire*, through Mr. Charles Hill, who acted in putting the cargo on board, and which cargo belonged to the said Joseph Battersby, and his brother, Mr. William Battersby, both British subjects, that this appearer as such Master of the said ship *Cheshire*, with such cargo on board, was not to attempt to enter any blockaded port, for that the policy of insurance upon the ship and cargo was very stringent in its conditions; and that this appearer was only call off the port of Savannah, with a view to see whether there was a subsisting blockade upon that part, and not to attempt to go in if there should be one."

IV.—*There is a marked distinction between a blockad* DE FACTO *and a blockade by notification: and it should be strongly kept in view.*

The blockade of Savannah was a blockade DE FACTO; *had existed but a short time; and foreign vessels had a right to inquire if it continued.*

At any rate, they are not to be seized absolutely and condemned, with their cargoes, for merely doing so.

There was no notification to foreign governments that the port *was* under blockade. The President's

proclamation to our own people (Proclamation of 10th April, 1861) says "For this purpose, a com-"petent force *will* be posted so as to prevent en-"trance and exit of vessels."

No notice in the London *Gazette* of the blockade of any of our ports.

There will, really, be found no clashing of adjudged cases when the distinction between blockades *de facto* and by notification is kept in view. The fallacy of condemation during our present troubles in the Courts below has arisen, in many cases, from not bearing in mind that our blockades were peculiar and *de facto*.

The United States Government itself did not expect the blockades, or even the rebellion, to last so long.

On the twenty-first of May, 1861, Mr. Secretary Seward wrote thus to the American Minister in London: "Great Britain has to wait but a *few* "*months* and her present inconvenience will cease "with all our own troubles." On the thirtieth of the same month, in addressing the American Minister at Paris: "The measures we have adopted and are "now vigorously pursuing, will terminate this un-"happy contest *at an early day*." And when the *Trent* matter was rife, the Honorable Secretary wrote of the "*waning condition* of the rebellion."

The *Cheshire* was seized in October, 1861, for simply intending to ask whether the assurance of the Secretary of State, in May of the same year, had become fact?

When the blockade is by the simple fact, it will immediately end when the fact ceases; but when the fact is coupled with public notification from the Government of a belligerent to a neutral Government, the blockade is supposed to exist until it has been publicly repealed: The *Neptunus*, Hempel, C. Rob., 110; S. P. *The Vrow Johanna*, Okhen, 2 Rob., 109.

The distinction is also shown in this: When a blockade has been notified to a foreign government,

it is the duty of such government to communicate the information to its subjects; and a neutral master can, therefore, never be heard to aver against a notification of blockade that he is ignorant of it. In the case of a blockade *de facto*, it is otherwise: *The Neptunus*, Hempel, 2 Rob., 110; *The Welvaart Van Pillau*, Bolter, Ib., 128.

This distinction between a blockade *de facto* and one by notification is further exemplified in this, that, in the latter, the act of sailing to a blockaded port is sufficient to constitute the offence; but in a blockade existing *de facto*, "no presumption arises "as to its continuance, and the ignorance of the "party may be admitted as an excuse for sailing on "a doubtful and provisional destination:" *The Neptunus*, supra.

And the master says: "At the time of our capture I did not know whether or not the war between the United States and the Southern States was yet continuing; nor did I know whether or not the blockade of the Southern coast was still enforced" (p. 59). Similar testimony, in effect, by supercargo (p. 37, fol. 107).

V.—*It is insisted:*

1st. *That no rule of international law has been laid down by any European nation outside of Great Britain—either in connection with blockade by proclamation or blockade* de facto—*which allows an instant seizure and a following condemnation of a vessel for going reasonably towards a blockaded port with a view to ascertain whether its blockade continues. The rule being simply to warn.*

2nd. *That even the rule in the prize Courts of Great Britain is not to condemn under such circumstances; that the cases which seem to have this color are really*

where the voyage commenced with wrong motive and the place of departure and place of blockade were, comparatively, near to each other, or the vessel had intentionally worked herself into such proximity or situation as to carry conviction of a breach of blockade; and that even Great Britain takes the broad liberal view of other European countries, where distance has to be considered.

3rd. That the expressed views of the United States have been against any severe British doctrine, and they tally with the rules of general European nations; there are no published adjudications of the United States Supreme Court sitting, in prize which encourage any part of such an extreme view; and the question, whether a neutral vessel may go towards a port to ascertain if it be still blockaded, and there stop, is an open one in the Supreme Court of the United States.

1.—As to French and other Maritime European Powers Outside of Great Britain.—It is the practice of the French Government to instruct their cruisers to give actual notice on the spot to all parties attempting for the first time to enter a port which had been placed under blockade, even when the blockade itself has become a matter of diplomatic notification to neutral States: 2 Fuiss' Law of Nations, 296.

Hautefeuille says, if a ship wishes to ascertain whether the blockade that has been notified is still maintained, it can go to the place without violating any of its duties. This, he adds, is required by the primitive law and that all the treaties which refer to the subject consider the special notification as a special formality —and it is adopted in France, even in cases where no treaties exist. He concludes, that according to the international law as resulting from the treaties of the last twenty-five or thirty years, the special notification is an essential formality and is obligatory on the blockading power: (Hautefeuille, *Droit de nations neutres*, tom. 2, p. 222, 229.)

To the same effect is Massé, *Droit Commercial*, tom 1, p. 241 (2me. ed.)

It is not imputed as a crime to any one, who, sailing for a blockaded port, and finding the entrance of the port interdicted, withdraws on the warning of the blockading force from an intention which he had to enter in case the blockade had been raised. Ortolan insists that proof of knowledge is not in the notoriety of a blockade *de facto*, or on notification made diplomatically to foreign governments, but in the requirement of special notification made by one of the blockading ships. (Ortolan, *Diplomatée de la mer*, t. 2, p. 301, 316.)

In all the treaties which France has made with the several republics of South America, there is an express stipulation that no ships sailing for a blockaded port shall be seized, captured or condemned, unless a notice or information of the existence or continuance of a blockade shall have been given to it by one of the blockading ships; and that pretended ignorance of the blockade may not be alleged, provided the vessel should again present itself, an endorsement is to be made by the commander of the ship of war, upon the ship's papers, of the day and place when the notice was given.

This rule was put in practice in 1838, in the case of the blockade of the Mexican and Argentine ports by France, though it does not appear that there were any express treaties in those cases. The commander of one of the ships of war blockading the Mexican ports having supposed that, after the notification of the blockade officially made to foreign governments, there was no longer any notice to be given, when he met ships which, in spite of the blockade, attempted to land munitions of war for the Mexicans' Mr. Molé (Minister of Foreign Affairs) wrote thus the 20th of October, 1838, to the Minister of Marine: "M. N. here confounds two very distinct things: the diplomatic notification, which should be made of the blockade to the neutral powers, and the notices which the commander of the forces employed to maintain it are always found to give to the vessels which present themselves on the spot. He appears to think that the performance of the first formality dispenses necessarily with the second, which

would thereby become superfluous. Such a manner of proceeding is contrary not only to the ordinary principles of maritime law, but to the instructions which have emanated from your department, and to the communications which were made at the time to the Government of the United States and to the foreign consuls at Vera Cruz." (*Ibid*, p. 306.) Instructions similar to those here indicated were given to the French cruisers, both in 1827 and 1830, when they established a blockade of the ports of Regency. (Fuiss' Laws of Nations, volume 2, p. 207.)

The necessity of a previous notice to the vessel, in all cases, to authorize a capture for a violation of blockade, was decided on appeal to the *Conseil d'Etat* in the case of the *Louisa*, captured 3d July, 1846, in the waters of La Platte, and which had been condemned by a Prize Commission at Montevideo.

The judgment places the reversal distinctly on the ground that though there had been a "diplomatic notification," according to the principles of the French maritime law, the vessel should have been specially apprised of the existence and extent of the blockade, and that the mention of the warning should have been inscribed on the ship's papers. An identical decision was made the 24th of July, 1854, in the case of *La Flor d'Uruguay*, De Pistoye et Duverdy (t. 1, p. 382).

The law of Spain is the same as that of France. No capture can be made which has not been preceded by a notification of the continuance of the blockade, and, the neutral, notwithstanding the notification, has persisted in entering the port (or going out of it with merchandise laden since the commencement of the blockade.) (*Riquelma Derecho Publico Internacional*, t. 1, p. 304.)

Portugal, also, follows France.

And it can be asserted that most other European maritime nations adopt the French rule.

2. GREAT BRITAIN.—*The Betsey*, (Goodhue,) S. C. Rob., 332 (1799). This vessel was an American; and the owner thus instructed the master: "If you should not be so fortunate

as to get into Amsterdam, owing to the English ships n g up the blockade, which you will know by speaking those which lie off, you may go to Hamburg."

Sir William Scott: "I hardly think there is sufficient evidence in this case to affect the parties with an intention of fraud. The ship sailed in January last, when the owners were certainly informed of the blockade; but the distance of their country is a material circumstance in their favor. I certainly cannot admit that Americans are to be exempted from the common effect of a notification of a blockade existing in Europe. But I think it is not unfair to say, that lying at such a distance where they cannot have constant information of the state of the blockade, whether it is continued or relaxed, it is not unnatural that they should send their ships, conjecturally, upon the expectation of finding the blockade broken up, after it had existed for a considerable time. A very great disadvantage, indeed, would be imposed upon them if they were bound rigidly to the rule which justly obtains in Europe, that the blockade must be conceived to exist till the revocation of it is actually notified. For if this rule is rigidly applied, the effect of the blockade would last two months longer upon them than on the trading nations of Europe, by whom intelligence is received almost as soon as it is issued. That American merchants should, therefore, send their ships upon a fair conjecture that the blockade had, after a long continuance, terminated, and for the purpose of making fair inquiry, whether it had so determined or not is, I think, not exceptionable; though I certainly agree that this inquiry should be made not in the very mouth of the river or estuary from the blockading vessels, but in ports that lie in the way and which can furnish information, without furnishing opportunities of fraud." Restitution.

The *Posten*, (Hyll,) S. C. Rob., 335. *Note.*

This case is contained in a few lines; no particulars are given; although it does appear that the vessel was Danish, bound from Drontheim to Amsterdam — these two ports being comparatively contiguous and, there-

fore, the principle in *The Betsey* is not affected. The Court said "ships must call somewhere to obtain information, for the Court will not allow the information to be obtained *at the mouth of the blockaded port.* The case of Americans is certainly distinguishable from other countries; but even in their case it must be understood that the blockaded port is not *the proper place* for inquiry. Here, in Europe, where the different States have constant intelligence, and may be said to live as it were under one roof, it never can be permitted that a ship shall sail with a knowledge of the blockade under *pretence* of further inquiry *at the very spot blockaded.* In this case there was condemnation. From the little which appears of *The Posten*, it may be fairly gathered that proximity made the excuse of inquiry a fraudulent one, and that the vessel was at the very spot blockaded, and thus palpably showing act as well at intention. It was decided in 1799.

The Spes and *The Irene*, 5. C. Rob., 76. (1804.)

The doctrine in the case involving these vessels, besides the fact that in an American decision it has been doubted, must be taken in connection with the clear facts that the owner, who knew of the blockade of the Elbe, directed the master to continue his course till warned or turned away. Captured in the very attempt to enter the Elbe by a blockading frigate. And *Sir William Scott* commences his decision with: "These cases stand upon one ground, being the cases of ships belonging to the same owner, going from Archangel *with an avowed purpose of entering the Elbe.*"—"But in no case was it held that they might sail to the *mouth* of a blockaded port to enquire whether a blockade of which they had received previous formal notice," (here was a blockade by proclamation) "was still in existence or not. If particular parties are innocent in their intention, it is still a measure of necessary caution and of preventive legal policy to hold the rule general against the liberty of enquiring *at the very mouth of the blockaded port*, which would amount in practice to a universal license to *attempt to enter*, and, on being prevented, to claim the liberty of

going elsewhere." * * * "The act is, in my opinion, to be taken as completed by the attempt."

The Shepherdess, 5. C. Rob., 262. (1804.)

An American vessel taken on a voyage from America to Havre, in violation of its blockade. The ship evidently pursued a voyage to Havre not only by her course, but, also, from the fact a letter was put on board at sea by a French privateer directed for Havre, a few days before the capture. "Here" observed Sir Wr illiam Scott, "was a vessel duly warned not to go into Havre, yet the master, in a continued state of intoxication, refuses to alter his course." His honor, in the course of his decision, says, it must be inferred, and indeed admitted, that the notification of the blockade of Havre had been received in America. To all the general rules of observance of a blockade duly imposed, the subjects of America are undoubtedly bound equally with those of other countries. At the same time, looking to the great distance at which they are placed and being unwilling to press, with any degree of hardship, on the fair conveniences of commerce, the Court has held, even where the blockade of a port in Europe has been notified in America, that the merchants of that country might still clear out conditionally for the blockaded port, on the supposition, that before the arrival of the vessel, a relaxation might have taken place."

The *Little William* 1. Acton, 141. decided on appeal in 1809.

American vessel with cargo, having knowledge of blockade, condemned in the Court below as sailing to a port in blockade with intent to ascertain at the mouth of the blockaded port whether such blockade in fact existed.

Counsel for the Crown, pressing for confirmation of the decree of condemnation, (p. 145-6.). The principle of law, with respect to blockaded ports, is perfectly well defined and generally understood. On this principle, any vessel sailing from one *European* port to another, knowing it to be in a state of blockade at the time of her departure, would necessarily be subject to condemnation. A relaxation of

this principle has been considered expedient as to *American* vessels, on account of their extreme distance from the seat of war, and the impossibility of obtaining immediate information of the actual state of the ports of Europe at the time of setting sail. They are, therefore, permitted to proceed with a certified destination for such ports. But it has always been held that the master must procure that information with respect to the actual existence of the blockade, which is necessary to regulate his determination, before he arrives *at the mouth of the port* supposed to be in a state of blockade."

Counsel for claimants, (p. 118 9.) "It is a striking feature in the present case, that this vessel, being captured off the Start Point, nothing can be urged against her except a possible intention to defeat the purpose of the blockade. On this presumption, which is certainly one that should not be lightly taken up, the whole argument for the captor is founded."

(P. 150. 1.) "The general rule of blockade has been fairly laid down, and the exception in favor of *American* neutrals, seems to be founded on the increased hardship they must labor under, were no contingent destination permitted, as, from their extreme distance from the seat of war, the blockade must last longer as against them than *European* neutrals, nor could they ever avail themselves of those frequent short interruptions of the blockade, of whose commencement they could only be apprised at the moment they had concluded. To obviate the numerous frauds which, it was apprehended, might be resorted to, were the permission to sail with a contingent destination not accompanied with definite rules for the purpose of obtaining accurate information as to the state of the port supposed in a state of blockade, it is required that vessels of this description shall make enquiry and ascertain the state of such port *at a safe and permitted place, and in a safe and permitted manner;* and to shew that they entertain no disposition to elude the blockade, it is particularly necessary that such enquiry shall not be attempted to be made at the mouth of the blockaded port. This restriction is confined to the mouth of the port blockaded and to the blockading

squadron as at its mouth, and when it is required that neutrals are not to enquire of the actual state of a port supposed to be in blockade, at its mouth, it is not intended to make the enquiry of the blockading squadron in itself unlawful, or a sufficient cause for the condemnation of the vessel. Vessel and cargo restored.

It will be seen that the American case of *Liotard v. Graves*, post, grew out of the capture of *the Little William*.

The Dispatch, 1 Acton, 163. (1809.)

This case will be found very similar to that of *The Little William*. Both were American vessels from Philadelphia. It was insisted that an American, with knowledge of the actual blockade of the port, for which she has a contingent destination (Bremen) should, in her papers, disclose in explicit terms the place at which the enquiry was intended to be made relative to the facts of its continuance.

This was overruled.

It is true that, although the vessel sailed on the presumption that the blockade might be raised before the ship arrived in Europe, and she was to ascertain about it near thereto but not, in terms, to enquire of the blockading squadron, still the restoration of vessel and cargo as well in the Court below as in the appellate Court shows, that neither court considered there was, from the start, any intention to run blockade.

So that, if this Court, as it ought, will take away all intention on the part of the *Cheshire* from her starting point, then the like equity which was meted out by an English Court to the American vessels *Little William* and *Dispatch*, should be shown to the British ship *Cheshire*.

Naylor v. *Taylor*, 9 Barn. & Cr., 718, (1829.) A strict blockade of the ports of the River Plate, belonging to Buenos Ayres, had been ordered by the Emperor of Brazil; and this was made public in the London *Gazette*, 18th February, 1826.

The ship *Monarch* sailed from Liverpool in March there-

after, covered by a policy (dated in the same March) at and from Liverpool to any port or place in the River Plate, with liberty, in the event of a blockade, or being ordered off the River Plate, to proceed to any other port, and there wait or discharge. She was proceeding up the river Plate for Buenos Ayres, when she met with a Brazilian frigate below Monte Video; detained and sent into the latter place; and afterwards to Rio Janeiro for adjudication. Her master and crew overpowered the prize crew, and the ship and cargo were brought back to Liverpool.

Lord Tenterden left it to the jury to say, whether the master intended to violate the blockade. The jury found for the plaintiff—liberty reserved to the defendant to enter a nonsuit, in case the Court should be of opinion there was not a total loss. On the motion for nonsuit, the cases of *The Neptunus*, 2 C. Rob., 110, and of the *Adelaide*, Ib., n., and of the *Shepherdess*, 5 Ib., 262, were cited for the defendant, and it was contended that this was an illegal voyage, being to a blockaded port, after notification of the blockade.

The Court: We think there is no ground for saying that this voyage as insured was illegal in its commencement; indeed, according to the opinion of Lord Stowell, in the case of the *Shepherdess*, the vessel might have sailed for Buenos Ayres without contravening the law of nations, provided it was a part of the original intention to enquire as to the continuance of the blockade at some port of the blockading country; and in this case inquiry might have been made at Monte Video, or of any of the Brazilian ships met in the river Plate; and the policy is framed upon a doubt whether the blockade would continue at the time of the ship's arrival in the Plate, and does not indicate any intention to violate the blockade.

Dalglcish v. *Hodgson*, 7 Bing., 495 (1831). Action on policy, insuring the ship *George*, from Liverpool to Buenos Ayres and any ports in the river Plate; and in the event of blockade, or being ordered off the river Plate, with liberty to proceed to any other port in South America, not round the Horn; and leave to discharge there or wait for

information and return to Buenos Ayres. On the 18th of February, 1826, the London *Gazette* gave notice of a strict blockade of Buenos Ayres and ports of the river Plate by Brazil.

In August following the vessel sailed from Liverpool, bound to Buenos Ayres. The master carried the following instructions: "Your object, in the first instance, is to reach Buenos Ayres, but should you be warned off by an intimation from the Brazilian cruizers of the existence of the blockade, you will then proceed to Monte Video and land your cargo under the orders of Messrs. Anderson & Co.'s agent there. Messrs. Anderson will provide you with other instructions, which you will endeavor to comply with to the best of your power, in all points which are not in contravention of the agreement or your bill of lading, or in opposition to your owners' interests. You will scrupulously guard against performing any act which can be construed into a violation of the laws of blockade, such as may render you exposed to injurious delay or detention. In case you terminate your voyage at Monte Video, you will please to consider yourself authorized to enter on any new freight or charter which will prove a remunerating price to the vessel; but if you can previously consult with Messrs. J. P. Robertson & Co., in Buenos Ayres, we wish you to do it, if no prejudice to the owners shall arise in consequence of the delay. Insurance is done on the vessel for £5,000 from Liverpool to a port of discharge in the river Plate, and on your arrival there, you will give us timely notice to regulate our insurance on your further voyage."

Vessel arrived abreast of Monte Video; the master, not meeting with any ship of war or any other vessel from which he could obtain intelligence respecting the state of Buenos Ayres, continued his voyage and proceeded up the Plate, in pursuance of his instructions, conceiving the blockade of Buenos Ayres no longer existed, until he got beyond the point of Lara, when he descried the Brazilian squadron, and immediately let go his anchor in sight of the squadron. While at anchor, overhauled; detained; and carried into Monte Video as prize. Condemned.

The Court, Chief Justice Tindal presiding, scrutinized the phraseology of the decree of condemnation, and ap-

peared unable to ascertain on what exact grounds it was based; ending thus: "Still further, the terms in which "the fact of the violation of the blockade is adverted to "in the preamble of the sentence are far from direct and "declaratory, but afford, at most, an inference that the "Judge felt himself warranted in drawing such a conclu- "sion; 'She, for this reason,' says the Judge, 'ought to "be considered as violating the blockade, and which she "would have effected but for the diligence of the captors.' "Under a sentence, therefore, expressed with so much "doubt and ambiguity as to the real ground on which it "proceeded, we hold ourselves at liberty to determine, "whether, upon the evidence given at the trial, such vio- "lation of the blockade did in fact take place or not; and "upon that question we are satisfied, on the evidence, that "the captain did not break, nor did he intend to break "the blockade, but that *he honestly intended to obtain* "*instructions from the blockading squadron*, not having "been before warned off by any of the Brazilian cruisers.

"The only remaining objection that has been insisted "on against the plaintiff's right to recover is, that the "voyage in question was an illegal voyage in its com- "mencement, because the ship was destined to a port "which was notified to be under blockade. But that this "was not an illegal voyage was determined by the Court "of King's Bench (see *Naylor* v. *Taylor*, 9 B. & C., 718), "upon a voyage described in the policy in the very same "terms as the present, and under circumstances so pre- "cisely similar, that it is unnecessary for us to say more "than that we entirely concur with the judgment there "given, founded, as it is, upon the authority of Lord "Stowell's judgment in the case of the *Shepherdess*, 5 Rob. "Adm. Rep., 262.

"We, therefore, think the verdict should stand, and that "judgment should be entered for the plaintiffs."

Medeiros v. *Hill*, 8 Bingham, 231 (1832). Assumpsit on charter party. The vessel was to proceed from Plymouth to Liverpool, for cargo, and then to Terceira, blockaded (by proclamation.) The vessel had arrived too late to take cargo, and so did not go to Terceira. After verdict

for plaintiff, defendants moved for a new trial, and the first ground taken for it was, that Terceira was blockaded, and, consequently, the voyage was an illegal one.

Tindal, C. J. * * * "The case of the *Neptunus*, 2 Rob. Ad. Rep., 110, which was cited in support of the first objection, establishes that it is illegal to attempt to enter a blockaded port in violation of the blockade, and that, after notification of the blockade, the act of sailing to a blockaded port, with the intention of violating the blockade, is in itself illegal. But neither that case, nor any other that can be cited, has laid it down that the mere act of sailing to a port which is blockaded at the time of the voyage is commenced, is any offence against the law of nations where there is no premeditated intention of breaking the blockade, if it shall be found to continue in force when the ship arrives off the port. Any such determination would be destructive, in many instances, of the fair commercial speculations of neutral merchants, to whom it might be of the first importance to possess the opportunity of introducing their goods into the port which had been blockaded, at the very earliest moment after such blockade had been relaxed. Such an object appears to be legal, both from the opinions of Sir W. Scott, in the case of the *Shepherdess*, 5 Rob. Adms. Rep., 264, and from the judgment of Lord Tenderden, C. J., in *Naylor* v. *Taylor*, 9 B. & C., 718.

The Union, 1 Spinks' Prize and Appeal Cases, 164 (1855.) Danish vessel from Flensburg captured off Lyser Ort, when seven days out.

Circumstances and facts against the claimants: 1. "The notoriety of a blockade." 2. Greater part of cargo, and part of vessel, belonged to the wrong-doing Captain. 3. Vessel, when pursued, altering her course. 4. Two directly conflicting letters, ordering cargo from *Riga;* the other from *Memel.* 5. Clearance, "too ambiguously worded," "to Memel—event—to Riga" 6. Voyage *de facto* to Riga. 7. Evidence of claimants in further proof conflicting, at one time stating they had chartered for Memel, and being uncertain whether Riga was blockaded, sent her to Riga; at another, to inquire whether Riga was blockaded. 8. No charter party appears to have been forthcoming.

9. Master's evidence, "a little extraordinary," that if ship had gone to Riga, the cargo could have been sent overland to Memel. 10. Defence that the vessel was going to Lyser Ort to inquire whether Riga was blockaded, while the whole case shows that the only insistment was, a want of knowledge of a blockade.

The Court said: "Under particular circumstances, "perhaps, it may be justifiable, where information cannot "be otherwise procured, to inquire of the blockading "force. But how can that excuse prevail in the present "case? Where was the difficulty of inquiring at Memel, a "neutral port, which lay in the very track, and to which "port this vessel was, according to one account, primarily "chartered?"

The Court then, animadverted on the "not a little ex- "traordinary evidence of the master as to a notion of "cargo being sent overland from Riga to Memel:"—"The "reason of the master so swearing is palpable. It was the "hope of getting the cargo restored; but the story is utter- "ly incredible." And referring to the conflicting letters: "Can there be more palpable contradictions?" "It is "perfectly clear that the vessel was proceeding wilfully to "violate the blockade, and I must condemn her."

This ship was seized and probably condemned under the spirit of the "Instructions for the Commanders of Her Majesty's ships and vessels of war, as to the disposal of captured vessels." Art. 10. *Ib.*, Appendix, vii. ix.

And see Clark's Principles that ought mutually to govern the conduct of neutrals and belligerents, p. 10 *et seq.* (London, 1864.)

3. The United States.—Two of the important treaties, the one with Sweden and the other with Prussia, carry this article: "Considering the remoteness of the respective countries of the two high contracting parties, and the uncertainty resulting therefrom with respect to the various events which may take place, it is agreed that a merchant vessel belonging to either of them, which may be bound to a port supposed, at the time of its departure to be blockaded, shall not, however, be captured or condemned for having attempted, a first time, to enter said port, *unless it can be proved* that said vessel could and ought to have

learned, during its voyage, that the blockade of the place in question still continued. But all vessels which, after having been warned off once, shall, during the same voyage, attempt a second time to enter the same blockaded port, during the continuance of said blockade, shall then subject themselves to be detained and condemned." (8 U. S. Statutes at Large, 356 and 384.)

A provision with reference to previous knowledge was inserted in the project of convention sent by Mr. Madison to Mr. Monroe in 1804, and which was presented to Lord Hawkesbury, April 7, 1804. The article declared that no vessel entering from the ports of either party should, though cleared or bound to a blockaded port, be considered as violating in any manner the blockade, unless, on her approach to such port, she should have been previously warned against entering the same. (Waite's American State Papers, vol. 6, p. 154.)

In Mr. Madison's comments on this article, he says: "This article is due, if not to all neutrals, at least to the United States, who are distinguished by the distance of their situation. Decisions of the British Court of Admiralty have so far respected this peculiarity as to admit a want of information as a plea for going to a blockaded port, where such a plea would be refused to less remote countries. But more than this may fairly be claimed. A vessel knowing that a particular blockade existed two months before, may well conjecture that before her arrival at the port, which will require two months more, the blockade will have ceased, and may accordingly clear and steer for such a port with an honest intention, in case of finding on her approach the fact otherwise, not to attempt an unlawful entrance. To condemn vessels under such circumstances would be manifestly unjust; and to restrain them from a distant voyage to a point once in a state of blockade until information of a change shall have travelled a like distance, must produce a delay and uncertainty little short of an absolute prohibition of the commerce. To require them even to go out of their course to seek, at other ports, information of the subject, would be an unreasonable imposition.

The British Government can have little objection to this article, after defining blockades as is agreed with Russia, and as is here proposed, since our distance is of itself a security against any concert with the blockaded for surreptitious entries, which might be attempted by mere adventurers, and since, in the case of blockades by a force actually present, a preliminary notice may be required without impairing their efficacy, as might be the case with blockades such as the preceding article guards against. The statute is preferable without the recital of any reason particular to the United States, because, as a naked stipulation, it strengthens, instead of weakening a general principle friendly to neutrals and pacific nations." (Waite's American State Papers, vol. 6, p. 163.)

In a letter of Mr. Madison, Secretary of State, to Mr. Monroe, May 17, 1804, it is said: "In addition to what is proposed on the subject of blockade in VI. and VII. Articles, the perseverance of Great Britain in considering a notification of a blockade, and even of an intentional blockade, to a foreign government or its minister at London, as a notice to its citizens, and as rendering a vessel wherever found *via* a destination to the notified port liable to seizure, calls for a special remedy. The injustice of the practice is aggravated by the auxiliary rule prevailing in the British Courts, that the blockade is to be held in legal force, until the governmental notification be expressly rescinded, however certain the facts may be that the blockade was never formed or had ceased. You will be at no loss for topics to enforce the inconsistency of these innovations with the law of nations, with the nature of blockades, with the safety of neutral commerce, and particularly with the communication made to this Government by order of the British Government in the year 1804, according to which the British commanders and Vice-Admiralty Courts were instructed "not to consider any blockade of the islands of Martinique and Guadaloupe as existing, unless in respect of particular ports which may be actually invested, and then not to capture vessels bound to such ports unless they shall have previously been warned not to enter

them." The absurdity of substituting such diplomatic notification, in place of a special warning from the blockading ships, cannot be better illustrated than by the fact that before the notification of a proposed blockade of Cadiz, in the year 1805, was received here from our minister at London, official information was received from Cadiz that the blockade had actually been raised by an enemy's fleet. (*Ibid*, p. 241 and 242, vol. 6.)

The advocate for the claimants, through the kindness of William Beach Lawrence, Esquire, the learned editor of Wheaton's International Law, is able to give the following extract from a *M. S.* dispatch of Mr. Wheaton to the Secretary of State, August 1, 1846, in reference to the course to be pursued in the Mexican war:

"It cannot fairly be denied that the exercise of the incontestable right of blockade, when it is applied to all the ports of an enemy's country, so as entirely to cut off his commercial intercourse by sea with other countries, if the measure be continued for an indefinite length of time, must give rise to considerable uneasiness on the part of those powers whose accustomed trade will be thus seriously affected by it. I infer from the expressions contained in your dispatch of the 14th May, that the blockade is intended to be a short and efficient one, *i. e.*, to be enforced by adequate naval forces stationed so near the ports declared to be in a state of blockade as to render it dangerous to approach and enter them. It will, however, doubtless have occurred in your reflections, on this important subject, that neutral powers may justly expect the diplomatic notification of the intention to establish such a blockade of the Mexican ports to be followed by the necessary measures to give practical effect to that intention.

"They will not be satisfied with the notification, unaccompanied by the fact of the ports being actually invested. It may be added, that whenever the neutral vessel, seized for an alleged breach of the blockade, sails from a distant port in Europe bound on a voyage to a Mexican port, in the Gulf, or on the Pacific, she will be lawfully entitled to pursue her voyage conjecturally upon the expectation of

finding the blockade already raised on her arrival in those distant seas, and to inquire off the port of destination itself whether the blockade still actually exists. This indulgence was allowed during the last maritime war in Europe, even by the British Prize Courts, which have, in general, pushed the exercise of the rights of blockade to its extreme limit. The United States have sought by conventional stipulations with the other powers (see Treaty of 1794 with Great Britain, art. 18), to render the principle general as applicable to every neutral vessel destined to a port declared to be in a state of blockade, whether sailing from a near or distant country, and hence has uniformly asserted the rule, both when neutral and when belligerent.

"Even in the discussion which took place in 1849, between the commander of our naval forces in the river La Platte and the French Admiral, who had established a blockade of certain ports in that river, the latter did not repudiate the rule, but only contested its application to the particular circumstances of the case in question."

Vos v. *The United States Insurance Company*, 1 Caines' Ca. in Error, vii., (1801.)

In this case the Court decided that a mere sailing for a port understood to be blockaded, was not a breach of neutrality so as to affect a policy of insurance; while it contains, perhaps, the only clear illustration of the word "*intention*."

Per curiam. The question in this cause is, whether the sailing of the brig *Columbia*, from Cuxhaven, with a destination for Amsterdam, and an understanding that it was blockaded, is a breach of the blockade, and legal cause of capture and condemnation. The question may be qualified, perhaps, with the addition of an intention to enter the Texel, in the event only of the blockading squadron being blown off the coast, so as to leave the port in fact open for entrance. There is nothing in the verdict, or the assumption of facts by Sir William Scott, as the grounds of his determination, to warrant the conclusion of an attempt to break the blockade, any further than the same is supported by proof of a sailing from Cuxhaven for Amsterdam.

Upon fundamental principles, on which our municipal code of criminal law is established, intention, with some very peculiar exceptions, is not made the subject of judicial animadversion. That the moral law, which arraigns intention, should be adopted in the law of nations, with a greater latitude than in our municipal system, is a subject of some surprise, especially when the application is for the benefit of belligerents, and to the prejudice of neutrals. In intention, there is nothing certain and permanent; it is controlled by every reflection; is changed, dropped and renewed, by the occurrences of every hour; by the constant vicissitudes to which the agent is subject; the enterprise, on a nearer view, appalls; the *locus pœnitentiæ* is embraced. If there is an inception of the undertaking, by advances towards the theatre of action (as the sailing from Crux haven in this instance), how wide a space yet intervenes, to the dominion of how many various causes is the intention subject, before the act could be completed! the information of every hour may change the destination; the receipt of counter instructions from the owner may arrest further progress; the perils of the sea overwhelm; the information received at Cruxhaven that induced the sailing may be contradicted; and, lastly, before the vessel may arrive on the line of investment, the blokade may be, by instructions from the Admiralty, withdrawn or raised. The rule that the sailing with a destination for a blockaded port is a breach of blockade, as urged upon the Court, is undefinable in relation to distance between the port of departure and that of destination, and will produce great uncertainty and vexation. Nothing is to be found in the verdict or facts stated or assumed in the sentence of the Admiralty, from which to infer the progress of the brig from Cruxhaven to the Texel; Sir William Scott meets her at the threshold, at the port of departure, and pronounces the sailing with an intention of evading the blockade to constitute the offence—these are his words. It is fairly presumable, that the ground thus taken by the Judge, corresponded with the proof, was as broad as the evidence would justify. The record in the cause presents no fact to warrant a contrary conclusion. No inference is to be made from the plaintiff's communication, by letter of the 27th

June, that the defendants consented to an attempt to enter a blockaded port, as that letter closes with the observation, that the blockade might probably be withdrawn before the arrival of the vessel. Therefore quite the contrary is rather to be supposed. It is unnecessary to give an opinion on the case of an actual attempt to enter a port during the interruption of the blockade, by reason of the blockading squadron being blown off. It is, therefore, the opinion of the Court, that there is no authority or precedent binding on it to warrant the rule adopted by the Admiralty sentence in this cause: that such rule is opposed to essential principles, uncertain in its application, and highly vexatious to neutrals; that the principle of the late treaty between England and Russia is more propitious to the interests of commerce, and sufficiently favorable to the rights of belligerents, and merits high respect from all neutral powers. Therefore the judgment below must be reversed.

Liotard v. *Graves*, 3 Caines' R., 226, (1805.)

The master of the brig *Columbia* had sailed for Amsterdam, although he knew it to be blockaded.

Sir William Scott had condemned her. See *S. C. Rob*, 154.

Livingston, J., (at p. 240, of 3d Caines'): When at the bar I had occasion to examine the grounds of this sentence, and, although no one holds in higher estimation the talents and integrity of the eminent character that pronounced it, my conviction has ever been that it was not warranted by the treaty of London or *the law of nations*. Admitting the blockade known in America, it did not follow that sailing for Amsterdam indicated an intention to break it. It might be raised before the *Columbia* arrived in the Texel, or if not, the master might be instructed to go elsewhere. If such intention existed, why should mere intent in this case, more than in any other, amount, as Sir William terms it, "to an overt act constituting the offence?" As well might a design to poison be called an overt act of murder."

Fitzsimmons v. *Newport Ins. Co.*, 4 *Cranch.*, 185. (1807.)

This case shows, taking the doctrine of the Court to be

that "condemnation is founded on an actual breach of blockade" (p. 200), that there must have been wrongful intention from the start.

The case mainly hinged on the treaty with Great Britain, 1794, Art. 18, and so far it is not expressly applicable to the one before the Court. There are, however, passages in the opinion worth quotation.

The brig *John*, American, cleared for Cadiz, blockaded; and the master persisted in his intention of entering, after warning from the blockading force not to do so. On the trial in the Court below the jury found a special verdict, *inter alia*, that the blockade of Cadiz was not known at Charleston when the *John* sailed, and the first notice the master had was from the blockading squadron, who warned the master not to proceed, nor attempt to enter Cadiz, and endorsed his register. Detained by the blockading squadron, the master was ordered on board the Admiral's ship, and told: "We have thought of setting you at liberty, and in case we do, and deliver you your vessel and papers, what course will you steer or what port will you proceed for?" Answer: "That in case he got no new orders, he should continue to steer by his old ones." The Admiral then said: "I suppose to Cadiz." To which the master replied: "Certainly, unless I have new orders." Upon which the Admiral said: "That is sufficient; I will send you to Gibraltar for adjudication." Condemnation. *Marshall, Ch. J.* (p. 199.) "*Neither the law of nations* nor the treaty admits of the condemnation of the neutral vessel for the *intention* to enter a blockaded port, *unconnected with any fact.* Sailing for a blockaded port, knowing it be blockaded, has been, in some English cases, construed into an attempt to enter that port, and has, therefore, been adjudged a breach of the blockade from the departure of the vessel. *Without giving any opinion on that point,* it may be observed, that in such cases the fact of sailing is coupled with the *intention*, and the sentence of condemnation is founded on an *actual breach of blockade*."

"By the language of the treaty it would appear that a second attempt, after receiving notice, must be made, in order to constitute the offence which will justify a confiscation. 'It is agreed,' says that instrument, 'that every ves-

sel so circumstanced,' (that is, every vessel sailing for a blockaded port, without knowledge of the blockade,) 'may be turned away from such port or place, but she shall not be detained, nor her cargo, if not contraband, be confiscated, unless after notice she shall again attempt to enter.'"

These words strongly import a stipulation that there shall be a free agency on the part of the commander of the vessel, after receiving notice of the blockade, and that there shall be no detention nor condemnation, unless, in the exercise of that free agency, a second attempt to enter the invested place shall be made.

It cannot be necessary to state that testimony which would amount to evidence of such second attempt. Lingering about the place *as if watching for an opportunity to sail into it*, or the single circumstance of not making immediately for some other port or, possibly, obstinate and determined declarations of a resolution to break the blockand, might be evidence of an attempt, after warning, to enter the blockaded port. But whether these circumstances or others may or may not amount to evidence of the offence, the offence itself is attempting again to enter, and "unless, after notice, she shall again attempt to enter," the two nations expressly stipulate "that she shall not be detained, nor her cargo, if not contraband, be confiscated." It would seem as if, aware of the excesses which might be justified by converting *intention into offence*, the American negotiator had required the union of fact with intention, to constitute the breach of a blockade. The cause of condemnation, then, as described in this sentence, is one, which, by express compact between the United States and Great Britain, is an insufficient cause *unless the intention was manifested in such manner as, in fair construction, to be equivalent to an attempt to enter Cadiz, after knowledge of the blockade.* This not being proved by the sentence itself, the parties are let in to other evidence," &c. &c. &c.

Sperry v. The Delaware Insurance Co. 2 Wash. C. C. R., p. 248. (1808.)

This case involved the *Little William*, before she was restored on appeal, 1 Acton, 340. *supra.* p. 36.

It will be remembered that the master was instructed

to make enquiries of the cruising vessels at the mouth of the Eider, which was blockaded. The defendants' insisted on the principles laid down by Sir William Scott, in the cases of the *Betsey*, the *Posten*, the *Spes* and the *Irene*.

Washington, Justice, (p. 248.) "Whether the decisions "of Sir W. Scott, as given in the cases cited from Robinson, "are, to the extent to which they are contended to go, "agreeable to the law of nations, *may well be doubted*; there "is, in our opinion, less room to doubt as to the application "of these principles to the case now under consideration. "As a rule of evidence, there can be no reasonable objection "to the doctrine laid down in this case. It certainly is a "very suspicious circumstance, that a neutral vessel, even "though it be an American, should sail upon a destination to "a port known to be blockaded, with instructions, or with a "known intention to be governed, as to her ulterior progress "to that port, by the information she might obtain *at the* "*mouth of the river* from the vessels forming the invest- "ment. It might well be said, that your coming here to "ask a foolish question, or to solicit a permission so unlike- "ly to be granted, is strong evidence that you meant to go "in, if time and opportunity had offered. *But to consider* "*that as an actual breach of blockade, which is only evi-* "*dence of an intention to commit a breach, seems to extend* "*a mere measure of precaution and of preventive legal* "*policy*, (as the Judge expresses himself in one of the cases "cited,) *beyond the necessity which created the rule.* In this "case, the light of heaven was not more clear than the "honest neutral destination of this vessel, and, of course, "this Court was not warranted in pronouncing that her "conduct amounted, really or technically, to a breach of "the blockade of Hamburg. Indeed, we have the authority "of Sir W. Scott himself for this opinion. In the case of "the *Betsey*, decided in May, 1799, her destination was to "Amsterdam, a port known to be blockaded before she "left America; and the instructions were to go to Hamburg "if she should not be so fortunate as to get into Amsterdam, "owing to the English ships still keeping up the blockade, "which, it is said, you will know by speaking those which "lie off. This was as strong a case as could well have "occurred for the application of the rule, and yet, in con-

"sideration of the fairness of the transaction, appearing "from other evidence, she was acquitted. * * * "(p. 250.) The question then is, did this letter expose the "property to the risk, of which both parties are presumed "to be apprised. Let it be supposed that the author of "this letter, at the time he wrote it, had Sir W. Scott's de- "cisions before him. In the case of the *Betsey*, he would "discover that an American vessel, destined to a blockaded "port, known before she sailed to be in that situation, and "with directions to make enquiries of the blockading "squadron lying off, was acquitted. This, of course, would "excite no alarm.

"In the case of the *Posten*, Hyll, he would discover, not "only that she was a European vessel, and in that respect "less favoured than an American vessel, but that her des- "tination was to a blockaded port, and that she was to "receive information from the blockading squadron on that "destination. He would, of course, think it not prudent "to give such directions to the captain of his vessel. "Looking upon the case of the *Spes* and *Irene*, he would "observe that these too were European vessels; that the "owners knew of the blockade of the Elbe, yet instructed "their captains to continue their course to Hamburg till "they should be warned and turned away.

"With these cases before him, what were the orders "given, in this case, by the owners of this vessel? To "proceed to Tonningen, a port not blockaded; but in case "the captain could ascertain and obtain permission to go "to Hamburg, he was in that case to go there. From "whom, then, was he to obtain information and permis- "sion? The answer is obvious—*permission* from some of "the blockading squadron, in case he should meet with "any at the entrance into the Eider—*information* from "any other cruiser in the same place, provided none of the "blockading squadron should be there. Where was the "information and permission to be obtained?—at the "mouth of the Eider. But to constitute this offence, ac- "cording to the decisions I have alluded to, it was not "sufficient that the inquiries should be made of the block- "ading squadron, but it must have been at the mouth of "the river, for it is clear, that *if they had been met with*

Wolff v. S. C. Bank 2 McCord 503.

" *at a distance from their station, there was no objection to* " *the inquiry being then made.*"

Chancellor Kent, 1. Vol., p. 150, suggests that the Supreme Court of the United States in the case of *Yeaton* v. *Fry*, 5 Cranch, 335, (1808,) coincides essentially with the doctrine of the English Prize Courts, that sailing for a blockaded port, knowing it to be blockaded was, in itself, an attempt, and an act sufficient to charge the party with a breach of the blockade without reference to the distance between the port of departure and the port invested, or to the extent of the voyage performed when the vessel was arrested. Now, the case did not call for anything of the sort, and there was close proximity between the port of departure, Tobago, and port of blockade, Curaçoa. It was an action on a policy of insurance, covering the *Richard.* " This policy is declared to be made against all risks, blockaded ports and Hispaniola excepted."

The *Richard* sailed from Tobago, for Curaçoa, which was then blockaded, but the blockade was not known at Tobago when the vessel sailed, *nor was it known to the captain until he was warned off by a British ship of war.*

So, as it will be at once seen, there can be nothing fairly gathered from this case which should allow any *dictum* to amount to a declaration by the Supreme Court that they echo any British extreme doctrine.

The only question was, whether the risk came within the exception contained in the policy; in fact, whether what the vessel did in ignorance affected her. " The risk of a blockaded port," said Ch. J. Marshall, " as a blockaded port, is the risk incurred by breaking the blockade. This is defined by public law. Sailing from Tobago to Curaçoa, knowing Curaçoa to be blockaded, would have incurred this risk, but sailing for that port without such knowledge did not incur it."

This is the whole case. It will be apparent that his Honor's expression was made the better to complete sentence. And even when he thus volunteers that " sailing from Tobago for Curaçoa, knowing Curaçoa to be blockaded, would have incurred this risk," it is plain that his Honor,

so far as he did mean to give force to this outside portion, coupled it, as the prior paragraph shows, with a studied intention, in the mind of the master, to "take the risk incurred by breaking the blockade" of Curaçoa.

It will have been seen, in the case of *Fitzsimmons* v. *Newport Ins. Co.*, *supra*, p. 50, that the Chief Justice avoids commiting himself in this direction, and evidently considers the English doctrine as an open question in American Courts.

In the Maryland Ins. Co. v. *Wood*, 6 Cranch, 29 (1810), there was an action on policies upon the schooner *William* and cargo, from "Baltimore to Laguira, with liberty of one other neighboring port, and at and from them or either of them back to Baltimore." Vessel arrived at Laguira, but refused permission to enter, except on disadvantageous terms; and soon after sailed "toward" Amsterdam, in the island of Curaçoa, with a view and intention of ascertaining, by inquiry from British ships of war, or other ships, or by actual inspection, or other proper means, whether the said port was in a state of blockade, and of entering it if he should find it not blockaded. About four months before the master, Travers, had been informed at Baltimore that an American vessel, bound to that port, had been warned off by the British blockading force; and a report, which he had heard in Baltimore before he sailed, that the island was still blockaded, induced him still to suppose, at the time of sailing towards Amsterdam (in Curaçoa), that that port might still be in a state of blockade. He resolved to make inquiry. On his passage to Amsterdam, being then about 28 to 30 miles therefrom, he discovered a ship, distant about 21 miles, and immediately changed his course and stood towards her, for the purpose of inquiring whether Amsterdam was still blockaded. The ship was the British vessel of war *Fortune*, and was then supporting alone the blockade of the port of Amsterdam. While standing towards her, she seized and captured the schooner as prize, under pretence of an attempt to break the blockade, and sent her to Jamaica, where the vessel and cargo were condemned as good prize.

The British Minister had informed the United States that the siege of Caraçoa was converted into a blockade, which

the latter did not make known. The British Government had issued an order to their commanders and to their Admiralty Courts in the West Indies, "not to consider blockades as existing unless in respect to particular ports which may be actually invested, and, then, not to capture vessels bound to such ports unless they shall have previously been warned not to enter them." This order was in force at the time of the capture, and had been notified by the British Government to the United States, and published in the gazettes of the latter.

The British Treaty of 1764 was not, at this time, in force.

The Court said, the notoriety of the blockade of Curaçoa, before Captain Travers sailed from Baltimore, must affect him, "and in reference to the order given to British Admirals and Vice-Admiralty Courts, Ch. J. Marshall remarked (p. 49): "The words of the order are not satisfied by any previous notice which the vessel may have obtained otherwise than by her being warned off. This is a technical term which is well understood. *It is not satisfied by notice received in any other manner.*

"The effect of this order is, that a vessel cannot be placed in the situation of one having a notice of the blockade until she is warned off. *It gives her a right to inquire of the blockading squadron, if she shall not previously receive this warning from one capable of giving it*, and, consequently, dispenses with her making that inquiry elsewhere. While this order was in force, a neutral vessel might lawfully sail for a blockaded port, knowing it to be blockaded, and being found sailing towards such port, would not constitute an attempt to break the blockade until she should be warned off."

Affirmed, 7 Cranch, 402 (1813).

The Admiral, decided during the present Term (1866) by the United States Supreme Court:

It is respectfully insisted that the *Admiral* is to be deemed condemned, from a palpable intention throughout to run into Savannah and intention acted upon—in other words, intention and act; and her case should not form a precedent, in an American prize Court, touching the mere point of a vessel reasonably intending to inquire about the continued existence of a blockade.

Coxhead, the master's own testimony *in preparatorio:*

"The capture was made on the eleventh of the present December, at Tybee Island, light bearing northward half west thirty-one miles. *I was standing in for the port of Savannah at the time.*"

When overhauled, the only excuse the master gave was: "I informed the officer, who first boarded me, that we needed water."

Bill of lading—"*bound for Savannah* or St. John's, N. B.;" and yet not filled up at all as to where delivery is to be;—"to be delivered in the like good order and condition at the aforesaid port of [blank]."

George Hayman, the chief mate, had evidently been kept in the dark as to Savannah; "but the course we took led me at first to suppose that we were going far to the southward in order to get into the trade winds; *when we got off the gulf stream, I begun to surmise that the captain intended going into a Southern port. To the best of my knowledge and belief, I judged that he was going into such a port.*"

Two charter-parties, both dated on the same day, and between the same parties, nevertheless variant, though each evidently pointing out *Savannah.*

The first, taking salt as ballast, "shall *proceed off the port of Savannah*, and if the blockade is raised, *then proceed into port* and deliver the salt as per bill of lading; and if the blockade is not raised, then the ship to proceed to St. John's, N. B." And this charter-party holds out a great inducement to run the blockade, giving twice as much freight if delivered in Savannah. *Thirty* shillings per ton if landed at Savannah, and at St. John's *fifteen* shillings.

The second charter-party is variant, making the voyage direct to St. John's, "with liberty to call off Tybee, Savannah, for the purpose of finding if the American war is over and said port open, and if so, this charter-party to be cancelled, &c., and *there* load from the charterer's agent a full and complete cargo of deals, &c.," "and being so loaded, shall therewith proceed to Liverpool," &c. No specific rate of freight for the outward cargo is mentioned; and in reference to freight generally it is made payable different

from the other charter-party. The letter of instructions of agents of the owners of vessel to master—(*there is no communication from charterers to him*)—points direct to Savannah, and what is wanted from thence. "This being so, and they being very wishful to have a cargo of pitch pine from Savannah to St. John's, so soon as the port is again open, for our new ship *St. John River*, is our great reason for their *making it a condition*, in taking the ship, *that she should go off Savannah, so that, if possible, they might have the very first shipment of timber.*" The second charter-party gives the idea there was an insurance against war risk.

The *Admiral* goes out in ballast for and is, thus, able to run over the bar of Savannah, and is to bring out from thence the very first shipment of timber.

The United States District Judge condemned the *Admiral* for standing in to the blockaded port of Savannah, and on account of the suppression and concealment of primary actual destination and falsification; and which his Honor the Circuit Justice appears also to recognize. "She was off Tybee Island, sailing for the blockaded port," "*in the act of entering a blockaded port*," and such, in fact, is the decision of this honorable Court; while it admits that "the mere act of sailing to a port which is blockaded at the time the voyage is commenced, is not an offence against the law of nations where there is no premeditated intention of breaking the blockade."

VI.—*It is fair to believe that the seizure of the* CHESHIRE *arose from a desire to plunder. The misconduct of the captors should have an important bearing.*

A. Forced master, mate and eleven seamen from the vessel; mate and seamen kept two days on bread and water. B. Broke bulk. C. Portions of cargo stolen by captor's men. D. Tore the British flag in two, and ran the United States flag up in its place. E. Compelled to work on board the United States

vessel *Augusta*. F. Imprisonment of the man Jones in irons.

A. Claim and protest of master. Fol. 43, '4, p. 14, 15.

Master and mate and ten men taken from their own vessel to the *Augusta*.

Deposition of Stone, attached to first claim. Fo. 18, 19, p. 6.

Transferred to the *Wabash* on the 18th Jan., 1862.

20th Jan. removed to the *Atalanta;* and did not reach New York until 23d Jan., whereas the vessel had arrived there 19th December, nearly a month before.

The depositions commenced, with supercargo and second mate, 20th December, and kept open until 21th and 25th January, when master and crew were taken. The delay caused motion and orders and a monition to bring them in; and they only arrived on the last day of the return of the monition.

Protest of Captain Craig. Fol. 45, p. 16.

On the 18th of January, '62 orders were sent for the master, Craig, first mate, Dawson, ten of the crew, and one man who had been working his passage, to be put on board the flag-ship *Wabash*, where the said first mate, crew of ten men, and man who had been working his passage, were kept for

Fol. 46, 47, *Ib.*

two days on nothing but bread and water; the bread consisted of but six square crackers or navy bread, in all, for breakfast, dinner and supper, with a drink of water to each man.

B. claim and protest of master. Fols. 42, 43. p. 141.

"And several boats with armed crews came on board, and they took off the hatches, and broke bulk of cargo, cut crates open,

broke or bored into boxes and barrels, and opened many things that came in their way."

Claim put in by supercargo Stone, and test oath, and second mate's deposition to claim. Fols. 17, 18, 19, p. 6 and fo. 20, 21. p. 7.

"That in regard to the breaking bulk by the captors, as referred to in the claim, this was done without any necessity, for all the cargo was in the most perfect order, and thoroughly, well and securely stowed and protected, nor was any attention to the due protection of the cargo given by the captors; the officer of the captors ordered the hatches to be taken off, which was done, and caused and had crates of crockery cut open; boxes which contained needles bored into by an auger, so that needles came out with such auger; two cases of wine and of gin, in bottles were broken in, and all the contents of the bottles taken or drunk by some of the crew of the United States vessel, and this was done after the *Cheshire's* crew had been taken away from her."

C. Testimony of Stone (supercargo), Fo. 18, 19. p. 6.

—"These crews from such United States vessels came on board the *Cheshire*, and took anything they had a mind to, and no officers stopped them; and when anchored, boats kept coming and going to and from the ship, and the United States steamer *Augusta* all day, and each seemed to take away what they pleased or wanted; for instance, they took segars, tea, coffee, buckets swabs. All small stores laid in for twelve months voyage gone, worth $150.

Protest of master. Fols. 62 '3, p. 14 —"And seized and took away any article they chose, as for instance, liquors, tea, sugar. The man-of war's men who had charge of the *Cheshire* did just what they pleased, going into her cabin and taking what they chose, and there was no one who checked them."

D. Test oath Fol. 18 '9, p. 6. —"Also the commander of the *Augusta* (about the time the vessel, the *Cheshire*, was seized), ordered the British colors, which had been flying on board the latter, to be torn down, which was immediately done, and torn in two, and, by the same order, the United States flag was run up in its place."

Same thing in Capt. Craig's protest. F. Fols. 43 '4, p. 14, 15. —"That after being on board of the *Augusta* about three days, the greater portion of the crew of the *Cheshire* were required or compelled to work the *Augusta* in watches with her crew, under the threat of being put in irons if they did not, and in connection therewith her 1st lieutenant ordered her boatswain's mate to choose out of the *Cheshire's* crew to stand watch and work with the steamer's men, which was done under the threat aforesaid."

F. *Ib.* (*As to Jones.*)

Fols. 44 '5, p. 15. "16th December, ordered by 1st lieutenant to work on board the *Augusta*. Commander Parrott put him in double irons, *bar irons;* hands could not meet, (Double irons,' *i. e.* irons upon ankles as well as hands.)

"Confined from Monday to Friday, between the guns, with sentry over him. No sitting down, compelled to stand all time each day."

Courts of Prize will visit upon captors, for gross miscon.

duct or laches, the penalty of forfeiture of the rights of prize: *The Anne*, 3 *Wheat.*, 535 and see *The Apollon*, *J. Wheat*, 362; *Canter* vs. *The American Ocean Ins Co.*, 3 *Peters* 307; *The Saint Juan Baptista and La Purisima Conception*, 5 *C. Rob.*, 33; *The Die Fire Damner*, *Ib.*, 357.

Captors will forfeit their rights, where they do not bring in master and crew at a proper time: *The Bothnea and Janstoff*, 2 Gallison, at p. 88.

We had a right to attach to our claim the protest of the master, mate and seamen, Record, p. 13 *et seq.*); and it should be taken notice of by the Court. A claimant in prize is not restricted as to the form of his claim and answer, although a libel may be short and contain but one allegation, namely, that a vessel is prize. An owner can, in his answer, set up explanatory denial and facts which, in justice, the Court should be apprised of, so that, if necessary, further proof may be ordered, reference to the clerk directed, &c., &c.

In the *Die Fire Damer*, 5 C. Rob., 357, the alleged wrong was brought before the Court through a protest.

We must lose no time in showing our protest. In the case of the *Maria Pawlona*, 6 ib., 236, the parties lost their chance of damages in not presenting matter before the restitution.

In 2 Wheaton, *Appendix*, at p. 5, it is shown that the Court will allow damage for personal wrong, as mere incident to the principal cause.

The books show, by giving precedents, that claimants may elaborate their claims and state matters fully. See a precedent in 2 C. Rob., Appendix, at pp. 4 and 5. No. IV. and V.; the latter being in the nature of a protest, and attached to and forming part of the claim; and another precedent which embraces a protest is in Hall's Admiralty Practice, p. 146.

VII.—*It is possible the Court may deem the present a case for further proof upon the* bona fides *of inquiry, although it is claimed that the fairness of intention is already apparent.*

If any further proof were ordered, it is asked that the claimants have leave to show that the ship *Eliza Bonsall*, belonging to the same claimant, Joseph Battersby, sailed from the same port as the *Cheshire* two days later, with precisely similar clearance and instructions; that she obtained information from the blockading fleet; was in no way molested; and proceeded to Nassau.

Lastly.—*It is claimed that the* Cheshire *and her cargo should be restored.*

CHARLES EDWARDS,
Advocate.

(See Appendix.)

APPENDIX.

As to the Testimony of the Cabin Boy, GEORGE THORNTON, (*p.* 39, *fol.* 112,) *and its Falsity.*

This boy was brought in with the vessel, in company with Stone, supercargo, and second mate Cummings, and should, if necessary, have been examined at the time Stone (p. 35) and Cummings (p. 43) were required to give their testimony *in preparatorio*, 20th December, 1861. Instead of this the lad was discharged.

The rest of the crew, brought into port afterwards, were examined on the 24th and 25th of January thereafter. This boy was, even thereafter, picked up out of a sailors' boarding house (fols. 326, '7, page 134) and made a witness on the 29th of January.

The counsel for claimants, in the District Court, had supposed himself furnished with all the testimony *in preparatorio*, and had argued accordingly, without knowing, and, therefore, without supposing that this boy, George Thornton, had been made a witness by the captors.

After the decision in the District Court, as the parties in interest and master and mate knew the untruthfulness of what Thornton had seemingly testified, evidence, through interrogatories, was taken, and also the boy sought out and sworn before the Mayor of Liverpool; and all this was used on the hearing before the Circuit Court. (Record, p. 128, '9, 130, '1, '2, '3, '4, '6, '7.)

The Circuit Justice gave no credit to Thornton. "We lay aside the testimony of the boy, Thornton, as unworthy of credit." But, as his testimony is still upon the record, it is deemed best to show it should still be laid aside, first premising: That witnesses *in preparatorio* are not examined after being discharged from custody. That his testimony *in preparatorio* should have been taken down by the Prize Commissioner, Henry H. Elliott, whereas he allowed it to be done in his absence. (Fol. 327, p. 135.) "I then enquired of the said Prize Commissioner whether "I could not, if I liked, refuse to answer his questions, and

" he thereupon informed me that unless I made an affidavit " stating all I knew respecting the said ship, I should " render myself liable to imprisonment, but that if I would " consent to make an affidavit he would give me a sum " of money, but did not say what amount; and I there- " upon consented to answer his interrogatories, and was " sworn by the said Prize Commissioner, who immediately " thereafter left the room, leaving me to be examined by " his clerk, and I was thereupon interrogated by the said " clerk." And taken down, too, by an incompetent clerk. (Elliott's Examination, p. 130, fol. 314.) "I do not remember when his services were dispensed with, but I found him incompetent to perform the work required of him, and for that reason discharged him." Boy's age from 14 to 15 years. (Stone, supercargo, p. 132, fol. 321.)

Contradictions.—He is made to say originally, p. 39: "We sailed under English colors. *She had American signals on board.*" Whereas, in his after deposition: " After being interrogated by the said clerk as to my " nationality and the date of the capture, I was asked by " him whether we sailed under English colors, and whether " we had any other colors on board; and I informed him, " as was the fact, that we sailed under English colors, and " that I was not aware whether or not we had other signals " on board other than English colors, and I say it is untrue " that I stated to him or any other person that we had " other or American signals on board."

As to the *Cheshire*, he is made to say, originally: " Her " name was the *Monterey*, of Savannah. She was called " by the above name until the 25th September, 1861, when " her name was changed to the *Cheshire*." In his last affidavit: " What I stated to the said Commissioner's clerk, as " to the change of name of the *Cheshire*, and as to her " running the blockade before I joined her, was hearsay " only. I know nothing of the vessel, of my own knowl- " edge, previous to joining her. I joined the *Cheshire* on " the 25th of September, 1861, in the Bramley Moore " Dock," (Liverpool.) " She was then called the *Cheshire*, " nor did I ever state to the said Commissioner or his clerk " that her name was changed on that date."

Stone says (p. 133): " I have known the *Cheshire* about " ten years. Her name, when she left Savannah, was the " *Cheshire*."

Boy says, in the original testimony (p. 39), that the supercargo, Stone, was a citizen of the United States. In his after affidavit: " I did not at any time inform the said " Prize Commissioner or his clerk that the said Mr. Stone

" was a citizen of the United States, as I had no knowledge " on the subject."

In his first testimony, (p. 40): "She ran the blockade of " Savannah under the name *Monterey*, of Savannah, under " Captain Norton. This I overheard Captain Stone tell " Master Craig, at Dublin." In his after affidavit (p. 136): " Nor did I state to the said Prize Commissioner or his " clerk, or any other person, that whilst in Dublin I over- " heard Stone tell Craig that the *Cheshire* had previously " run the blockade from Savannah under Mr. Norton. On " the contrary, the *Cheshire* was never in the port of Dub- " lin whilst I belonged to her."

Stone (p. 133.) "I never saw the boy, George Thornton, in Dublin, and I do not believe he ever saw me there. I never saw the ship *Cheshire* there. The *Cheshire* never was there."

First Testimony. (p. 40.) "I heard Captain Stone tell " Mr. Cummings, one of the mates, three days before the " capture, that he did not know whether the crates on " board contained arms or not." In his after-affidavit: (p. 136.) "I did not tell the said Prize Commissioner or his " clerk that I overheard Stone tell Cummings, three days " before the ship was captured, that he did not know " whether the crates on board contained arms or not."

In his prior testimony, (p. 40.): "Her cargo consisted of coffee, salt, army-blankets, &c.": Last affidavit, (p. 136,) "When I informed the said Prize Commissioner's clerk what cargo we had on board, I did not describe the blankets as "*army*" blankets, but I informed the said clerk that I heard them so called by the prize crew of the *Augusta*."

Prior testimony, (p. 40, fol. 116): "The goods were to be delivered to Mr. Battersby in Savannah for the account of Battersby and Capt. Stone." After affidavit, (p. 136), : "I did not tell the said Prize Commissioner or his clerk that the goods on board were to be delivered to William Battersby in Savannah for the account of Battersby and Stone, as I had no knowledge on the subject. All I said on the subject to the said clerk was that the bales were marked B."

Prior testimony, (p. 41), (night before capture), : "the lights were all extinguished, &c.." Last affidavit, (p. 136). "I did not inform the said Prize Commissioner or his clerk that on the night we arrived off Tybee that the lights on board were extinguished."

Mr. Stone says (as to the night before capture): "I never commanded her at any time. I never did, on the night before her capture, or at any other time, act or aid in her

running any blockade at midnight on the night before her capture and she was about twenty miles from Savannah on the open sea." "On the night before her capture the lights were precisely the same as they had been during the entire passage."

Prior testimony (p. 41) — "Having failed to find water deep enough, the captain put her about and stood out to sea until 10 A. M. of the 6th December, when she again stood in for the port of Savannah, and had got within seven miles of Tybee Island when she was captured, &c." After affidavit (p. 136)—"I did not tell the said Prize Commissioner or his clerk that when we were first captured we were steering for Savannah, and that on the appearance of the capturing vessel we put about, and that our vessel's course was always directed for Savannah, &c. On the contrary, we were never pursued. And I told him that when we first saw the *Augusta* we were standing out as close as our vessel could lay to the wind, and that when the *Augusta* was sighted, we put about and headed for her, in order to speak her; that on the previous day we had seen and signalled several vessels to obtain information respecting the blockade, but were unable to get near enough to them; that as the *Augusta* approached she fired a gun, and that we then backed our main yard; that when the *Augusta* came within hail, Mr. Stone hailed her, and said he wanted to speak the blockading squadron to know if the blockade was raised, &c., &c." "I further told him, in answer to a question put by him, that I could not tell whether she was steered for Savannah or not, as I did not understand the compass."

And it will be seen that the supercargo, Stone, (pp. 132, '3) negatives all other portions of George Thornton's prior testimony which bear upon the acts or sayings of the former, while he, Stone, is borne out and the boy's evidence is wholly shattered by additional facts to be found in the testimony of the master and crew and history of the vessel. Indeed this lad (at time of capture) "was off duty sick and had been for three days. He was in a little room amidships for the cook and boy" (p. 133, fo. 322) so he could not have been cognizant during those three days of anything he is made to say in his first deposition.

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

No. 112.

In Prize.

THE SHIP CHESHIRE AND CARGO, Joseph Battersby, claimant of ship, and William Battersby and Joseph Battersby, claimants of cargo, appellants, *vs.* THE UNITED STATES.	Appeal from the decree of the circuit court of the United States for the southern district of New York.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

JAMES SPEED.
Attorney General.

In the Supreme Court of the United States.

DECEMBER TERM, 1865.

No. 112.

IN PRIZE.

THE SHIP CHESHIRE AND CARGO, Joseph Battersby, claimant of ship, and William Battersby and Joseph Battersby, claimants of cargo, appellants, *vs.* THE UNITED STATES.	Appeal from the decree of the circuit court of the United States for the southern district of New York.

STATEMENT AND ARGUMENT FOR THE UNITED STATES.

The ship Cheshire, laden with a cargo consisting of 721 bags of coffee, 4,000 bags of salt, 1,000 boxes of tin plates, 60 bales of blankets, 75 crates of earthenware, 38 barrels of pickles, and sundry packages of various merchandise, was captured as prize of war by the United States steamer Augusta, E. G. Parrott, esq., commander, on the 6th of December, 1861, on the Atlantic ocean, off Savannah bar, about eight or nine miles eastward of Tybee light. She was brought into the port of New York, and there libelled as prize of war by the United States attorney for that district, on the 23d of December, 1861.

On the 17th of January, 1862, a claim was filed in the name of Joseph Battersby, as sole owner of the ship, and of William Battersby and Joseph Battersby, as sole owners of the cargo, which claim was signed for them by Thomas Stone, who was on board the vessel at the time of capture, representing himself to be supercargo, and who made the test oath. This

claim alleges that the Battersbys are British subjects, trading and doing business at Manchester, England, under the name of William Battersby & Co. It denies that the Cheshire was lawful prize, and alleges that part of the crew was removed from the vessel, and that the cargo was broken into by the captors.—(Rec., pp. 5, 6.)

On the 8th of February, 1862, an additional claim was filed in the name of Joseph and William Battersby, whose names were signed thereto by James Craig, alleging himself, in the test oath which he appends, to be master of the Cheshire. This claim reiterates the facts of ownership and residence, as set forth in the claim first filed, and alleges further that having had large mercantile transactions with Savannah, Georgia, before the time of the domestic troubles in the United States, and theretofore an agency there, and being under the expectation (on account of assurances of the Secretary of State to foreign states that hostilities would be quelled within a specified number of days) that the blockade of Savannah would, in all probability, be raised before the end of the then last year, and believing that merchant vessels engaged in lawful commerce were entitled to sail to a distant blockaded port for the purpose of making inquiries, and, if not intending or attempting to run a blockade, were entitled to a warning before being liable to a seizure, they loaded the Cheshire in Liverpool, through Mr. Charles Hill, as forwarding agent, with a cargo, &c. They aver that the cargo was and is their property, and was shipped on their account; that no citizen of the "Confederate States," or of any portion of the United States, is in any way interested in vessel or cargo; that Hill was particularly requested to give strict instructions to the master of the Cheshire that no attempt whatever should be made to break blockade, and that he was to call off Savannah merely for the purpose of making inquiries, which in-

structions were given to the master before sailing, and that in the policies of insurance on vessel and cargo the following clause was inserted: "Warranted free from capture, seizure, and detention, and any consequences of hostilities, also from claims for loss or damage arising from seizure, detention, or the consequences of any other hostile act of the federal government or governments, or people of any of the seceding or revolting States of the American Union; also from any claims arising from any act of barratry of the master or mariners of the ship." "Should Savannah remain blockaded, the vessel to proceed to Nassau."—(Rec., pp. 12, 13.)

An appraisement of the vessel and cargo having been ordered by the district court, the vessel was appraised at $8,500 and the cargo at $43,135 50.—(Rec., p. 119.)

On the 3d of June, 1862, the district court, after argument, decreed condemnation of vessel and cargo on the grounds that they were captured in attempting to break the blockade of the port of Savannah, and that they were enemy property.—(Rec., pp. 123–124.)

From this decree the claimants appealed to the circuit court; but that court, on the 1st of August, 1863, affirmed the decree of the district court "in all things."—(Rec., p. 141.) Whereupon the claimants appealed to this court.—(Rec., pp 141–142.)

The captors demanded, and the court decreed, condemnation of the Cheshire and her cargo on the three grounds following, viz:

1. That the vessel and cargo were enemy property, the pretence of neutral ownership being falsely made to conceal the real hostile character of ship and cargo.

2. That the real destination of ship and cargo was not, as declared by the ship's papers, the port of Nassau, but the blockaded port of Savannah, the false destination to Nassau

and the pretence of calling off Savannah for inquiry as to the continuance of the blockade, having been assumed to enable the ship more easily and securely to evade the blockade.

3. But even if the Cheshire approached the port of Savannah under instructions from her owners, with the avowed and *bona fide* purpose of inquiring whether the blockade of that port yet continued, to the end that, if it had ceased, she might enter then that port and deliver her cargo; but if it had not ceased, that she might proceed to Nassau as the end of her voyage, still she was good prize when captured.

It is believed that the following statement of facts disclosed in the testimony establishes, first, the hostile character of ship and cargo; and, second, the fraudulent intent to break blockade. If both or either of these facts be proved, the consideration of the third question, just stated, becomes unnecessary.

The Cheshire was built in the State of Maine in 1848, her American name having been the Monterey.—(Rec., p. 111.)

Stone, who was on board at the time of capture, and who alleged himself to be supercargo, stated on his examination that she was sold by Brigham & Baldwin, or their agents, *in Savannah*, to Joseph Battersby. He adds, "I think it was some time last winter, on the passage from Liverpool to Savannah. They bought her to arrive. She went to Liverpool in May last (May, 1861) from Savannah, with a certificate from the British consul, Mr. Molyneaux, at Savannah. I never saw the bill of sale. I do not know of any agreements no further than a legal sale."—(Rec., p. 36, int. 15.) "I know of no sale of the vessel except the one already stated, from Messrs. Brigham & Baldwin to Joseph Battersby. This sale was truly made to the best of my belief, and I think for cash. I do not know the amount."—(Rec., p. 38, int. 37.) The testimony of this witness is of doubtful credit, as will be seen hereafter.

Cummings, the boatswain, who seems to have known and been employed on the vessel longer than any of the persons examined except Stone, states that he first saw her at Portland, Maine, about two years and a half before his examination, (December 20, 1861;) "her name at the time of capture was the Cheshire, which name she has borne *since May*, 1861; before that time she was called the Monterey."—(Rec., p. 44, int. 10.) "The vessel has been engaged in the cotton trade from Savannah to Liverpool, with an assorted or general cargo back, until this last voyage, or until the port of Savannah was closed. The vessel last sailed from Savannah *about the 4th or 5th of June*, 1861, before the port was actually closed by the United States, with a cargo of cotton."—(Rec., p. 44, int. 12.) "*The Cheshire was sold in May*, 1861, *by Brigham, Baldwin & Co., of Savannah, to Mr. Battersby, of Lancashire in England.* I believe the sale was truly and fairly made, because she is registered in the custom-house in Liverpool, and she could not be thus registered unless she was fairly bought."—(Rec., p. 46, int. 37.)

It thus appears that the Cheshire, then the Monterey, was owned by a house residing and doing business in Savannah, and was employed in the cotton trade to Liverpool; that in May, 1861, after the port of Savannah had been closed by the blockade set on foot under the President's proclamation of April 19, 1861, that house made a sale which, whether *bona fide* or collusive, was, in law, invalid, to a neutral resident of Great Britain; that her name was then changed, and on the 4th or 5th of June, 1861, she broke the blockade of Savannah, carrying a cargo of cotton to Liverpool.

Joseph Battersby, the claimant and alleged purchaser of the vessel, was then and at the time of the capture, a partner in business with William Battersby in Savannah, where one of them resided, the name of the firm being the same as that of their Manchester house, William Battersby & Co.

In the additional claim filed for them by Craig, the master, it is alleged that having had large mercantile transactions with Savannah, Georgia, before the time of the domestic troubles in the United States, they had *theretofore* an agency there. (Rec., p. 12.)

That this so-called "agency" was a regular business house of the firm located in Savannah, and prosecuting business with Liverpool at the time of the capture, fully appears by the letter of instructions of Charles Hill, the shipping agent of Battersby & Co. at Liverpool, to Captain Craig, dated October 8, 1861, under which Craig sailed on this voyage. By this letter Craig is directed to "go in, provided there is no blockade." After referring to the terms of the policies of insurance, he adds: "In case the blockade is not raised proceed to Nassau, and *remain until you receive orders from Messrs. William Battersby & Co., of Savannah.*"—(Rec., p. 111.)

George Thornton states, in his examination, that "Mr. Battersby lives in Savannah; I do not know how long he has lived there. Captain Stone used to reside in Savannah; I do not know how long he has resided there. They are both citizens of the United States," (Rec., p. 40, int. 14.) "The goods were to be delivered to Mr. Battersby, in Savannah, for the account of Battersby and Captain Stone."—(Rec., p. 49, int. 16.)

The evidence is not entirely clear as to which of the Battersbys resided in Savannah, but it is quite certain that one of them was domiciled there.

In the claim first filed (Rec., p. 4) they are alleged to be British subjects, "who have never thrown off their allegiance to the Queen of Great Britain, *nor declared their intention of doing so*, and *trading* and *doing business* at Manchester, England, under the style of William Battersby & Co." In the test oath appended to this claim, Stone, the supercargo, refers

to the Battersbys as "British subjects *doing business* at Manchester, England."

In an affidavit made by Stone on the 8th of January, 1862, (Rec., p. 10,) he declares that the Cheshire was "owned by Mr. Joseph Battersby, a British subject, *of Manchester, England*, &c., while the cargo is owned by the said Joseph Battersby and his brother, William Battersby, also a British subject, *doing business* in Manchester aforesaid, under the style of William Battersby & Co."

In the additional claim filed by the master, Craig, for the Battersbys, they are declared to be both "British subjects, and who have never thrown off their allegiance to the Queen of Great Britain, *nor declared their intention of doing so*, and *trading* and *doing business* at Manchester, England." "They reiterate the facts that they are British subjects, and *trade* in Manchester, England."—(Rec., p. 12.)

It is impossible to resist the conclusion that these repeated and cautious statements that they are British subjects, *trading* and *doing business* in Manchester, who have never declared their intention of throwing off their British allegiance, have been carefully prepared to avoid the avowal that the Battersbys do not *reside* in Manchester, and to conceal the fact that one of them resides in Savannah. If both of them resided in Manchester, and neither in Savannah, the claims or affidavits would not have failed to disclose the fact.

It is probable, on the testimony, that Joseph resides in Manchester and William in Savannah.

In his affidavit of 8th January, 1862, already referred to, Stone speaks of Joseph Battersby as "of Manchester," and on his examination he states that the Cheshire belongs to "Joseph Battersby, of Manchester," and that Craig was appointed master "by Mr. Battersby, of Manchester, in Liverpool," (Rec., p. 36, int's 5, 7.) Dawson, the mate, says "Joseph Battersby

resides in Manchester," (Rec., p. 28, int. 14.) Cummings, the boatswain, says, "The owner of the ship at the time of her capture was a man named Battersby, or some such name. * * He is called an Englishman, and resides at Lancashire, in England," (Rec. p. 44, int. 14.) Craig, the master, says, "I don't know where they were born, but *I think* they both live at Manchester, with their wives and families; *I know* Joseph Battersby lives there," (Rec., p. 49, int. 14.) As this was Craig's first trip in their employment, and as he was appointed to command the Cheshire in Liverpool by Joseph Battersby, it is not probable that he knew anything of the residence of William Battersby.

The ship's register states that her owner is "Joseph Battersby, of Manchester." (Rec., p. 112.)

The shipping articles give the name of J. Battersby as "managing owner," address "88 Pitt street, Liverpool."

There is no evidence whatever that William Battersby resides in England, unless it be inferred from the vague statement of Stone, who, after referring to *Joseph* as the owner of the ship, adds, "*They* are Englishmen by birth, and reside there with their families—in England; *they* have always resided in England," (Rec., p. 36, int. 14.) William Battersby is not here mentioned, and it is, at best, a vague inference to assume that he is referred to; besides, we ask the court to refuse credence to his testimony for reasons hereafter stated.

We therefore assume that the Mr. Battersby who, according to Thornton, lives in Savannah, is William, and that it was with him that the negotiations for the sale of the Monterey were conducted by Brigham & Baldwin, "*in* Savannah," in May, 1861.

I. SHIP AND CARGO ENEMY PROPERTY.

But whether either of the brothers actually resided at Savannah or not, the ship and cargo must be condemned as enemy property, if engaged, when captured, in the trade of the house domiciled in Savannah.

No principle is better settled than this, that if a merchant, resident in a neutral country, have also a house of business in the enemy country, he is held to be an enemy in respect to his trade in the enemy country and with enemy commerce. As Sir William Scott said in *The Jonge Klassina*, "A man may have mercantile concerns in two countries, and if he acts as a merchant in both, he must be liable to be considered as a subject of both with regard to the transactions originating respectively in those countries." And he adds, that it is not even decisive against his being a subject of the enemy country that he has no counting-house in that country, (5 Rob., 303.) *The Herman*, (4 Rob., 228;) *The Portland and nine other ships*, (3 Rob., 41;) which clearly recognizes that, whilst a merchant residing in neutral territory is not to be held liable to capture as to property engaged in the neutral business, yet that in the trade to his establishment in the enemy's country and with enemy commerce, he stands in the same hostile position as if he lived there.—(*The Franklin*, 6 Rob., 127; *The Phœnix*, 5 Rob., 21; *The Vriendschap*, 4 Rob., 167; the case of Zacharie Coopman & Co., referred to in *The Vigilantia*, 1 Rob., 15; *The San Jose Indiano*, 2 Gallison, 268; *The Ann Green*, 1 Gall., 286; *The Friendschaft*, 4 Wheat., 105.)

No stronger case for the application of this rule can be imagined than that presented by the Cheshire, if we assume that, when captured, she was transporting a cargo for the use of the Savannah house of William Battersby & Co. She had been engaged in carrying cotton from Savannah to Liverpool, with an assorted or general cargo back to Savannah. (Rec., p. 44.)

In further prosecution of this trade she had left Savannah on the 4th or 5th of June, 1861, with a cargo of cotton—the special product and source of wealth of the enemy country—being then, by virtue of the alleged sale, in the ownership and employment of the Battersbys, and when captured she was returning with her usual assorted cargo, still in their employment, on her usual track of voyage. If it be conceded that her cargo was to be delivered to the house of William Battersby & Co., at Savannah, for sale and use in the enemy country, the conclusion is inevitable that both ship and cargo were as much stamped with a hostile character as if all the members of that house resided in Savannah and nowhere else.

This conclusion follows, whether the cargo was to be delivered to that house, in good faith, at Nassau, as the end of the voyage, as the claimants contend, or whether it was to be delivered directly from the Cheshire at Savannah, in fraud of the blockade; for, in either case, it was the trade of an enemy house engaged in enemy commerce, the profits of which were ultimately for the benefit of that house.

But it is certain that, when captured, the cargo was in direct conveyance to the Savannah house of William Battersby & Co.

The bills of lading for the whole cargo shipped by Charles Hill, the Liverpool agent of Battersby & Co., although they declare the Cheshire bound for Nassau, and the goods which they respectively cover to be delivered at Nassau unto order, or its assigns, are yet all indorsed to William Battersby & Co. or order.—(Rec., pp. 79–83.)

The invoices of all the cargo shipped by Hill, although they represent the ship bound for Nassau, yet declare the cargo consigned to order on account and risk of Battersby & Co. (Rec., pp. 83–105.)

Both bills of lading and invoices identify many of the bales

and packages which they cover, by the initial marks *W. B. & Co., C. S.*

It cannot be pretended that the whole cargo thus consigned to Willlam Battersby & Co., though shipped nominally to Nassau, where, so far as we know, that house had no "agency" or place of business, was consigned to the orders of the Manchester house, to be, by that house, disposed of at Nassau; for, even if all the surrounding facts did not repel this theory, it is made perfectly clear by Hill's letter of instructions to Captain Craig, of October 8, 1861, under which the voyage was prosecuted, that the cargo and ship were consigned to the Savannah house. Craig is therein ordered, in case the blockade is not raised, to proceed to Nassau and remain until he receives orders from Messrs. William Battersby & Co., of Savannah.—(Rec., p. 111.)

It is, therefore, plain that the cargo was, when captured, on its way, either through Nassau or by direct breach of blockade, to Savannah, for the use of the enemy house, and, within the rule above stated, it was condemnable as enemy property.

The ship also is condemnable as enemy property—

1. Because, having been owned by Brigham & Baldwin, of Savannah, an enemy house, after the war began, the sale of her to Joseph Battersby, the alleged neutral, has not been proved by evidence sufficient in a prize court to establish a *bona fide* transfer of title as against the belligerent rights of the captors.

We do not attack this sale on the ground that it occurred in a blockaded port, for the vessel had escaped from that port and reached the end of her voyage at Liverpool, which may be accepted as curing that infirmity in the sale, if it is otherwise good, though it certainly raises a strong presumption against the *bona fides* of the transaction.

But we deny that a valid sale has been proved to the satisfaction of a prize court.

When the rebellion broke out this vessel was owned by a firm resident and doing business at Savannah. After the blockade of that port it is pretended that she was sold by this firm to that member of the firm of Battersby & Co. who, by residence in England, was supposed to be clothed with the immunities of a neutral. The suspicious aspect of this sale is greatly increased if it be true, as stated by Stone, (Rec., p. 36,) that Brigham & Baldwin sold her to Battersby *in* Savannah, whilst she was on her way from Liverpool to Savannah, and subject to the condition that she was "to arrive" at that port. Cummings says this sale was made in May, 1861. The blockade was then in force; so that the conclusion is obvious that she was sold by an acknowledged enemy to a supposed neutral, when on her way to the blockaded port, to avert the danger of capture as enemy property.

It is alleged that she was sold not to William Battersby & Co., for that house had a Savannah domicil, but to the member of the house who resided in England. And yet she was at once put into the business of that house, being the same trade as that in which she had been before engaged.

After the sale she continued under the same command. Thornton says (Rec., p. 40, int. 10) "she ran the blockade of Savannah, under the name of the Monterey, of Savannah, *under Captain Norton*;" that she returned from Liverpool to Savannah in the spring of 1861, as the Monterey, is clearly proved; that Norton was then her captain is also corroborated. On page 58 of the printed record is a due-bill given by R. Norton to Alonzo Cummings (then connected with the vessel) for $100, to be paid in Liverpool, dated May 20, 1861. It is not stated where this due-bill was given, but as the ship reached Savannah, in May, 1861, as the amount due is stated in American currency, and as it is made payable in evident contemplation of their arrival in Liverpool, the inference is fair that it was

given in Savannah. The ship left Savannah on the 4th or 5th of June, under her new name, the alleged transfer to Battersby having then been made, and she was in Liverpool by the 1st of July; for on page 60 of record is a bill of the Liverpool Steam-Tug Company for towing the Cheshire on the 1st of July, 1861, from sea to Saulsbury pier. Captain Norton was still in command of her, for he settled that bill on the 17th of July; that Captain Norton is the R. Norton who gave the due-bill to Cummings, in Savannah, is shown by this bill, and by others on the same and subsequent pages.

The statement on page 60 of record also shows that Frank Smith, as well as Cummings, both of whom were employed on the vessel when she was captured, was probably one of her crew before the transfer.

The foregoing facts surround the alleged sale with suspicions so grave that a prize court will require the clearest and most satisfactory proof to establish its integrity. The proof offered utterly fails to remove those suspicions, and even if the suspicions did not exist, is insufficient in law to sustain the sales.

Having been, without question, enemy property when the rebellion began, it was the plain duty of the claimant, Joseph Battersby, who alleges neutral ownership, to allege and show how his title to her accrued. The claim made for him is utterly silent on the subject.

The only proof of his ownership is that he purchased her from the enemy house, as already stated. No satisfactory proof is given that he paid for her. The only evidence of the sale is found in the depositions of Stone and Cummings. Stone says he thinks the bill of sale was given in Savannah; that she went to Liverpool from Savannah with a certificate from the British consul at Savannah. "I never saw the bill of sale; I do not know of any agreements no further than a legal sale. This is all I do know."—(Rec., p. 36, int. 15.) "I

know of no sale of the vessel, except the one already stated from Messrs. Brigham & Baldwin to Joseph Battersby. The sale was truly made, to the best of my belief, and I think for cash. I do not know the amount, and I think that if restored she will belong to Mr. Battersby."—(Rec., p. 38, int. 37.) Cummings, after stating the fact of the sale in May, 1861, adds, "I believe the sale was truly and fairly made, because she is registered in the custom-house in Liverpool, and she could not be thus registered unless she was fairly bought. I know nothing further of the matters inquired of in this interrogatory, (Rec., p. 46, int. 37.) Craig, the master, only knew the ship from August, 1861, and became her master in September of that year, and he knew nothing of the actual ownership. He thinks Joseph Battersby was the owner, because he exercised acts of ownership, and from the ship's register.—(Rec., p. 49, int. 14.)

The proof of sale, therefore, entirely fails to show any payment of purchase moneys, or any other consideration.

If a bill of sale existed, the ship's papers contained no copy of it, and the claimants have failed either to produce it or account for its absence. This fact is fatal to the pretended sale.

The purchase of vessels in the enemy's country is allowed, but a bill of sale must be produced. (*The Welvaart*, 1 Rob., 122; *The Juffrouw Anna*, 1 Rob., 125; *The Embden*, 1 Rob., 17.) In *The Sisters*, (5 Rob., 159,) Sir William Scott says: "According to the ideas which I have always entertained on this question, a bill of sale is the proper title to which the maritime courts of all countries would look. It is the universal instrument of transfer of ships in the usage of all maritime countries, and in no degree a peculiar title-deed or conveyance known only to the law of England. It is what the maritime law expects, what the court of admiralty would, in

its ordinary practice, always require." In *The Christine*, (1 Spinks, 82,) during the Crimean war, the vessel was claimed by her master, who was a neutral, alleging that he had purchased her before the war from her Russian owners. Dr. Lushington, after noticing the fact that the master had commanded her for eight months before the time of the alleged purchase, declares the contract a very suspicious one, both on that ground and because the purchase "was immediately antecedent to the war." He holds that a party claiming as a neutral, under such circumstances, is bound not only to produce, but to have on board, sufficient documents to satisfy the court that he possesses a *bona fide* title. "There must be proof of payment in all cases where any suspicion arises as to the validity of the contract at the time of sale. It is quite vain to say, 'mine is a *bona fide* contract.' The money must have been paid before the master assumes the command or ventures out on the high seas during war, otherwise the ship would be liable to be condemned." "The title on which the master claims—the bill of sale—is not here. Now this may be a *bona fide* claim. I do not decide whether it is or not, but I decide that it is not legal, according to the usage and practice of the court and the laws which regulate the court in matters of prize. If this important paper, which is the sole title-deed, is not produced, what satisfaction can the court have? If further proof were allowed in this particular case, could the court feel satisfied that it would receive a genuine document? The case is teeming with suspicion throughout."

That a purchase of an enemy's vessel, in time of war, is liable to great suspicion, and for the considerations of policy which induce prize courts to scrutinize such purchases closely, see *The Bernon*, (1 Rob., 102;) *The Vigilantia*, (1 Rob., 13;) *The Jemmy*, (4 Rob., 31;) *The Omnibus*, (6 Rob., 71;) *The*

Argo, (1 Rob., 159.) See also *The Andromeda*, decided by this court at December term, 1864.

2. The ship is also condemnable as enemy proporty because, even admitting the sale to Joseph Battersby to have been *bona fide* and valid, she was immediately appropriated to the uses of the enemy house of William Battersby & Co., and, until the time of her capture, was constantly employed in the business of that house. Even if the transfer had been made to Joseph Battersby, a member of the firm, the law will presume, from that employment, that she was part of the property of the firm, and will stamp her with the same hostile character which, as we have already seen, is impressed upon other partnership property engaged in their Savannah trade.

II. REAL PURPOSE OF VOYAGE TO BREAK BLOCKADE OF SAVANNAH.

The real destination of the ship and cargo was, not Nassau, but Savannah, the false destination to Nassau and the instructions to call off Savannah for inquiry being devices to evade the blockade.

We have already seen that the cargo was ultimately destined for the use of the Savannah house of Wm. Battersby & Co. This seems too plain for argument. Assuming it to be true, then, the facts justify the belief that the pretence of a destination to Nassau and of inquiry off Savannah was a fraudulent cover to conceal a fixed purpose to break the blockade.

1. The owners, shipping agent, master, and all concerned in the voyage, *knew* of the blockade of Savannah as then existing. The ship had broken it in June, and this was her return voyage, begun in October under instructions and insurance; all of which plainly recognized the blockade as in existence.

The master says, "I had orders from the owners to speak the blockading squadron at Savannah or any southern port."—(Rec., p. 48, int. 11.) The claim also admits this knowledge.

No act of our government, no fact in the history of the war during the summer and fall of 1861, no proclamation of the British government, furnished the slightest warrant to suppose that the blockade was about to be raised, suspended, or relaxed; but every public fact indicated exactly the opposite conclusion, and none more significantly than the extensive and ostentatious preparations at Liverpool for systematic blockade-running.

To pretend that the claimants did not know these things is to insult the intelligence of this court.

2. The fact that the written and verbal instructions of the owners and agent to the master to call at Savannah and go in if there was no blockade, but if there was a blockade, *then* to proceed to Nassau, (Rec., pp. 48–49–111,) shows that Savannah was the primary and real destination, and Nassau but secondary and contingent. Obeying these instructions, the master went first to Savannah, which was quite out of the route to Nassau. The master's protest shows there was no deviation from the direct route to Savannah. This is conclusive that Savannah was the primary and real destination.

3. That there was no real scheme of voyage with Nassau as its *terminus ad quem*, even in the event of learning that Savannah was blockaded, is further shown by the fact that, in case the port of Savannah could not be made, Halifax was a possible port of destination. The shipping articles say "from Liverpool to Halifax or Nassau, N. P.," &c.—(Rec., p. 113.) The receipt of the shipping master of the port of Liverpool for fees, dated 30th of September, 1861, declares the voyage for Halifax.—(Rec., p. 68.) The master says, "On the voyage during which we were captured, the Cheshire was

bound from Liverpool to Halifax, Nova Scotia, or Nassau, N. P."—(Rec., p. 48, int. 11.) "I was to speak the blockading squadron, and if the ports were blockaded, I was to go to Nassau, N. P., or Halifax, N. S."—(Rec., p. 49, int. 16.) If this testimony be true, then the written instructions under which he sailed (Rec., p. 111) were false, for they direct him, in case the blockade is not raised, to proceed to Nassau, and say nothing whatever of Halifax. That both are false is shown by the admission in the claim (Rec., p. 12) that the Cheshire was loaded for Savannah.

4. The foregoing facts show that the Cheshire was sailing with papers all of which expressed a false destination, whether Nassau or Halifax. This, when taken in connexion with the fact that she was captured, not on the route to either of those ports, but away from those routes and hovering off the port of Savannah, raises a strong presumption that she was there for the sole purpose of breaking the blockade.

5. That presumption is not removed by the alleged instructions to the master to call off the port of Savannah for inquiry, and enter if the blockade were raised, because neither the clearance, (Rec., p. 111,) bills of lading, (Rec., pp. 79–83,) invoices, (Rec., pp. 83–105,) nor manifest, (Rec., p. 111,) which declare the ship bound for Nassau, nor the shipping articles, (Rec., p. 113,) which declare her bound for Halifax or Nassau, contain the slightest intimation of a purpose to enter the port of Savannah in the contingency stated. The papers mentioned were the lawful ship's papers, from which information of her destination in every contingency was properly ascertainable, and the failure to state the alleged contingent destination in any of those papers subjects the ship, as a conclusion of law, to the imputation of sailing with an avowedly false destination, and sustains the presumption of intent to break blockade.

In *The Carolina*, (3 Rob., 75,) which was the case of a cargo claimed by neutrals taken on a voyage from Bayonne, ostensibly to Altona, (a neutral port,) but in fact to Ostend, Sir William Scott refused further proof, saying, "Then it becomes material to see how the cargo is entered in the ship's papers; the whole is represented as to be delivered at Altona and Hamburgh. Had there been any fair contingent, deliberative intention of going to Ostend, that ought to have appeared on the bills of lading; for it ought not to be an absolute destination to Hamburgh if it was at all a question whether the ship might not go to Ostend, a port of the enemy. There is, then, an undue and fraudulent concealment of an important circumstance which ought to have been disclosed." (See also *The Margaretta Charlotte*, 3 Rob., 78, note 1; *The America*, 3 Rob., 36; *The Neptunus*, 3 Rob., 80; *The Nancy*, 3 Rob., 82; *The Phœnix*, 3 Rob., 186.) In the recent case of *The Union*, (1 Spinks' Prize Cases, 164,) Dr. Lushington says, that a ship's papers should show her destination to a blockaded port, in the contingency of the blockade being found raised upon her arrival, and if not, the papers should show the ulterior destination.

In *The Juffrouw Anna* (1 Rob., 126,) Sir William Scott says, "It (the destination) is represented by the master to have been alternative, and to have been left to his discretion to go either to Ostend or Hamburgh, but the papers represent Hamburgh as the sole destination. To make a voyage fairly alternative, it should appear on the papers to be so, for otherwise it must mislead the cruisers of the belligerent countries and prevent them from forming a right judgment of their case."

The Arthur (Edwards, 203) illustrates the necessity, in cases like this, of exposing on the ship's papers a purpose expressed in the instructions to the master, of touching at the blockaded port. Her ostensible destination was *Heppens*, but she was

captured near the King's buoy in the Ems, which river the master said he had entered to procure a pilot for the Yadhe. The instructions were, "Should you hear on your passage that the British orders are rescinded, and the ports of Holland open to our trade, you may go to the Texel; otherwise, instead of proceeding to the port of clearance, you are to proceed to the Ems," &c. Sir William Scott says, "This being the case, it should by all means have been expressed in the *open papers* that the intention was that the ship should proceed to the Texel or to the Ems, if permitted to do so. *These were primarily her ports of destination*, and it ought not to be dissembled; otherwise the belligerent may be deceived and his rights eluded."

In *The Admiral*, a case nearly resembling the case at bar, decided by Mr. Justice Grier in the United States circuit court for the eastern district of Pennsylvania, the rule is stated with characteristic clearness and vigor: "The clearance," he says, "is the proper document to exhibit and disclose the intention of the ship. The clearance in this case may not properly come within the category of 'simulated papers,' but it does not disclose the whole truth. The suppression of a most important part makes the whole false. It may be true that, in times of general peace, a clearance exhibiting the ultimate destination of the vessel without disclosing an alternative one, may have sometimes been used by merchants to subserve some private purpose. But in times of war, when such omissions may be used to blindfold belligerents as to the true nature of the ship's intended voyage, and to elude a blockade, the concealment of the truth must be considered as *prima facie* evidence of fraudulent intention."—(Upton's Prize Law, 324, 3d edition.)

6. The circumstances under which the ship was captured show clearly that her real design was not inquiry of the blockading vessels, but to seek an opportunity to slip into the port

of Savannah by evading them. Stone says, "We lay off there (Savannah) two days without speaking any vessel. We tried to speak three or four, but could not."—(Rec., p. 37, int. 22.) Craig says, "At the time we were taken we were lying to about nine miles off Tybee, with our head to the southward. We had been standing off and on for twenty-eight hours previous to speak the blockading squadron, but had not succeeded, although we attempted to speak a sloop-of-war belonging to the blockading squadron, which passed about a mile from us." (Rec., p. 51, int. 36.) He also says their course at all times, when the weather would allow, was directed towards Savannah. In his protest, (Rec., p. 14,) the master says, that on the morning of the 5th of December they sighted land in a line with Port Royal, and saw vessels at anchor outside, which they endeavored to speak. The capture was made on the afternoon of the next day.

It is hard to believe that a ship, in fair weather, should be within sight of the number of vessels that were lying off Port Royal and Tybee, and be for nearly two days unable to communicate with them. Besides, if her honest purpose were only to learn whether the blockade yet existed, the presence of the large number of vessels which the master admits he saw during that time off these places, and which he calls "the blockading squadron," would have sufficed to give the needed information, and it was the sheerest folly for the master to remain hovering off that coast, in constant danger of capture, with a cargo shipped for Nassau.

The master's statement, that they were endeavoring to speak the blockading squadron, is not supported by the affidavit of Prize-master Heath, who says, (Rec., p. 106,) "On her (the Cheshire's) first appearance, she was standing off-shore under easy sail; that on discovering us *she tacked* and *stood inshore;* that she stood on that course until we fired across her

bow, when she hove back. We then ran across her stern and spoke her, and asked the captain where he was bound. He said he was bound *to Charleston.*

7. If the foregoing facts were not conclusive of the intent to break the blockade of Savannah the testimony of Thornton settles the question. He says, among other things, "The vessel captured was bound for Savannah, but her clearance papers were made out for Nassau, N. P.," (Int. 11.) "I knew, from information which was given by Captain Stone to Master Craig, that the captured vessel has run the blockade once, which was from Savannah to Liverpool. I also know that she attempted to run the blockade the night before she was captured, as the lights were all extinguished. Having failed to find water deep enough, the captain put her about and stood out to sea until 10 a. m. of the 6th of December, when she again stood in for the port of Savannah, and had got within seven miles of Tybee island when she was captured. The captain said, had he been able to get under the guns of Fort Pulaski he would have been safe. The captain was intoxicated on the morning of the capture," (Int. 24.) "They (the passengers) were going to Savannah, their home," (Int. 34.) "When we were first pursued and taken we were steering for Savannah; on the appearace of the capturing vessel we put about; when she fired a gun we backed our main-yards and laid to," &c., (Int. 36.) This statement, which contradicts the master, is corroborated by Prize-master Heath, *(supra.)*

In the circuit court the claimants attempted to contradict Thornton by the supercargo, Stone. But Thornton is corroborated and Stone is discredited. Thornton's testimony is probable and consistent. It is made up largely of Stone's statements to him, and to destroy their effect claimants, in the circuit

court, make Thornton a witness to prove that Stone was drunk when he made those statements. But he substantially repeats that some of the usual lights were not hung out the night before the capture, and the statement of Stone relative to getting under the guns of Fort Pulaski, (Rec., p. 136.)

The imputation of inaccuracy or dishonesty in the original examination of Thornton has been signally repelled by the prize commissioner, Mr. Elliott, and if Thornton has been subjected to improper influences, it is much more probable that they were used when his *ex parte* affidavit was so irregularly taken at Newcastle-upon-Tyne, England, than when he was examined *in preparatorio*, according to the usual practice in prize.

Stone's testimony is unworthy of credit. He pretends that he was only a passenger on the vessel, (Rec., p. 38, int. 34,) and says he did not belong to the vessel's company, and had no part, share, or interest in vessel or cargo, (Rec., pp. 35–36, int. 9,) concealing the relation he afterwards assumed, on filing the claim of supercargo and master-mariner, who had been in Battersby's "employ" for four years, (Rec., p. 5.) Having been, by his own admission, supercargo, he says, "I do not know who owned the cargo," (Rec., p. 36, int's 14 and 16.) This statement is obviously false. A short time afterwards he swears, in the test oath, (Rec., p. 5,) that the cargo was the property of Joseph and William Battersby. He also states, "I don't know how many bills of lading there are," (Rec., p. 37, int. 17.) Prize-master Heath found duplicates of all the bills of lading in Stone's writing-desk, (Rec., p. 56.) Mr. Heath also swears that, when first captured, Stone called himself supercargo, and afterward claimed to be a passenger, (*Ibid.*)

On the several grounds stated we submit that, when captured, the Cheshire was trying to reach Savannah, under the

fraudulent pretence of destination to Nassau and instructions, not disclosed on the ship's papers, to call off Savannah for inquiry.

III.—INTENTION TO BREAK BLOCKADE CONCLUSIVELY PRESUMED FROM POSITION OF VESSEL WHEN CAPTURED.

But [even if she approached that port under instructions, with the avowed and *bona fide* purpose of inquiring whether the blockade yet continued, to the end that, if it had ceased, she might enter and deliver her cargo, but, if it had not ceased, that she might proceed to Nassau, as the end of her voyage, still the Cheshire was good prize when captured.

This proposition assumes, that when the ship sailed for the blockaded port, she had full knowledge of the existence of the blockade, and no trustworthy information that it had ceased or was about to cease.

If any fact is clearly proved in the case it is, that all concerned in this voyage knew not only that Savannah and all the southern ports had been blockaded, but that that blockade was in full force when the vessel sailed. Nor is there the slightest evidence that they had any reason to believe it would be raised by the time the vessel reached Savannah.

If, then, she knew of the blockade, her approach to the port of Savannah for inquiry was a breach of the blockade for which she and her cargo are condemnable. If a vessel desires information, in good faith, whether the blockade of a port has ceased, she must seek it, not at the mouth of the blockaded port, but at some other port, clear of the blockaded port where it may be obtained. If she be permitted to approach the blockaded port for the purpose of inquiry, the facilities afforded by such permission for evading the blockade would offer a strong temptation to evade it. And the block-

ading force, to guard against this danger, would be subjected to the necessity of greatly increased watchfulness and activity. Many vessels, too, desiring to break the blockade, might, under cover of a pretence of making inquiry, approach with impunity near enough to the entrance of the port to enable them "to slip into it" without or in spite of detection. The law, therefore, with wise and politic purpose to remove the danger and the temptation, presumes that every vessel starting with the knowledge of the blockade and without good reason to believe it was to be raised or relaxed, and found off the mouth of the blockaded port under pretext of making inquiry, is attempting to violate the blockade. And to her plea that she was honestly seeking information from the blockading fleet, its answer is, that such information ought to have been sought at some convenient unblockaded port.

In the leading and familiar case of *The Spes and The Irene*, (5 Rob., 76,) Sir William Scott declares the doctrine above stated. He says, "The true rule is, that, after the knowledge of an existing blockade, you are not to go to the very station of blockade, under pretence of inquiry." He adds that, "If particular parties are innocent in their intentions, it is still a measure of necessary caution, and of preventive legal policy, to hold the general rule against the liberty of inquiry at the very mouth of the blockaded port, which would amount, in practice, to a universal license to attempt to enter, and, on being prevented, to claim the liberty of going elsewhere." This case was affirmed on appeal in 1807. Its principles were also affirmed in the cases of *The Little William*, (1 Acton, 141,) and *The Despatch*, (*Ibid.* 163.)

Because of the distance from Europe to America, and the consequent length of time necessary to obtain information in the latter country of events occurring in Europe, the British prize court to some extent relieved American vessels going to

European ports from the operation of the general rule just stated. In the case of *The Betsey*, (1 Rob., 332,) which was an American ship taken by the French on a voyage to the blockaded port of Amsterdam, and retaken by the English, Sir William Scott said, "I certainly cannot admit that Americans are to be exempted from the common effect of a notification of a blockade existing in Europe. But I think it is not unfair to say that, lying at such a distance, where they cannot have constant information of the state of the blockade, whether it continues or is relaxed, it is not unnatural that they should send their ships conjecturally, upon the expectation of finding the blockade broken up, after it had existed for a considerable time. A very great disadvantage, indeed, would be imposed upon them, if they were bound rigidly by the rule which justly obtains in Europe, that the blockade must be conceived to exist till the revocation of it is actually notified. For if this rule is rigidly applied, the effect of the blockade would last two months longer upon them than on the trading nations of Europe, by whom intelligence is received almost as soon as it is issued. That the Americans should therefore send their ships upon a fair conjecture that the blockade had, after a long continuance, determined, and for the purpose of making fair inquiry whether it had so determined or not, is, I think, not exceptionable; *though I certainly agree that this inquiry should be made, not in the very mouth of the river or estuary from the blockading vessels, but in the ports that lie in the way*, and which *can furnish information without furnishing opportunities of fraud*." *The Betsey* had not been taken off the mouth of the blockaded port, *and all her papers bore an avowed destination to Amsterdam;* and therefore the court, under the relaxation of the rule applicable to American vessels, restored her.

In *The Spes and The Irene* above cited, Sir William Scott

again noticed the equity in favor of American vessels, and again declared that "In no case was it held that they might *sail to the mouth of a blockaded port to inquire whether a blockade, of which they had received previous formal notice, was still in existence or not.*"

In *The James Cook*, (Edwards, 263,) Sir William Scott says: "The ship is captured in a place where the fact *is conclusive* against her, for it has been determined over and over again that a ship is not at liberty to go up to the mouth of a blockaded port even to make inquiry; that *in itself* is a consummation of the offence, and amounts to an actual breach of the blockade."

In *The Arthur*, (Edwards, 203,) where the ship (also American) was taken in the blockaded port, it was said: "He must show that he was led there by some accident *which he could not control*, or by some want of information *which he could not obtain*."

In *The Sheperdess*, (5 Rob., 264,) where the right of American vessels to clear out conditionally for the blockaded port in Europe was again conceded, it is added: "But as to the line of caution to be observed in this state of uncertainty, the court has always expected that the inquiry should be made at some of the British ports in the channel. It could not be thaships should be permitted to resort to the ports of the blockt aded country for this information, since every one must perceive that such a liberty would place it in the power of the enemy to determine the continuance of the blockade. *The ports of the blockading country are certainly the proper ports of inquiry;* and it would not be too much to expect, that this precaution should be noted in the papers, and that it should be most explicitly enjoined on the master and supercargo, in their instructions, to obtain the information that might be ne-

cessary to fix the destination, at some of the British ports in the channel."

In the late case of *The Union*, (1 Spinks' P. C., 164,) the claimants alleged that the vessel was chartered for Riga, and being uncertain whether the place was blockaded or not, they sent her to Riga to inquire of the blockading forces whether Riga was blockaded. Said Dr. Lushington, "Is this justifiable? Under particular circumstances, perhaps, it may be justifiable, *where information cannot be otherwise procured*, to inquire of the blockading squadron; but the excuse can *never* prevail if a neutral port be accessible, though an inquiry there might be attended with great loss and expense to the neutral ship." Again he says: "Where an excuse is set up that the vessel approached the blockaded port to make inquiry, it must be clearly proved, by evidence perfectly satisfactory to the judgment of the court, that she was ignorant of the fact of the blockade." (See also *Graves vs. U. S. Insurance Co.*, 1 Caine's Ca., 1; *Fitzimmons* vs. *Newport Insurance Co.*, 4 Cranch, 410; 1 Kent's Com., 148; 1 Duer on Insurance, 669, §§ 42, 43; 3 Phillimore, 399, § 304.) No one of the cases cited is entitled to greater weight of authority than the opinion of Mr. Justice Grier, in the case of *The Admiral*, (Upton's Prize, 323,) which, by reason of the almost exact similarity of its facts, rules the present case.

It will thus be seen that even if the Cheshire were to claim for her voyage from England to America the same relaxation of the general rules which allowed vessels from America to sail with contingent destination to European blockaded ports, she is still not within the relaxed rule; for she sailed directly to the blockaded port and not to an intermediate unblockaded port for inquiry. She might have touched at New York or any northern port with entire convenience, or she might even have gone directly to her pretended destination, Nassau, where

the best possible means existed for learning that the blockade was still enforced. Not having done either, she does not stand in the position of any of the American vessels which Sir William Scott discharged notwithstanding their contingent destination.

So also, for the reasons before stated, she cannot claim the benefit of the rule applied to American vessels, because her ship's papers did not disclose the alleged purpose of inquiry whether the blockade still existed.

It is, moreover, submitted—

1st. That the relaxed rule as to American vessels sailing with contingent destination for blockaded ports in Europe, does not apply to English vessels sailing with such destination to the United States, because our geographical position is such that no nation with which we trade could possibly get information of the raising or relaxation of the blockade of our southern ports, sooner, or indeed as soon, as England.

2d. That the introduction of steam navigation and telegraphs, since the time when Sir William Scott applied that rule, has entirely destroyed the reason of it, bringing Europe and the United States so close together that the intelligence of the raising of any blockade in Europe would reach us in less than two weeks after its occurrence.

The true rule, therefore, applicable to the Cheshire is that which the prize courts applied to European vessels sailing to the mouth of a blockaded port in Europe under pretence of inquiring whether the blockade was raised. And that rule invariably condemned them, without regard to the falsity or honesty of their intentions.

But, under any rule recognized by the prize courts of Great Britain and the United States, as also by the Continental courts, the Cheshire and her cargo were condemnable on the distinctive grounds, first, of sailing to the blockaded port for

the alleged purpose of inquiring whether the blockade was raised, and if it was, of entering that port, when her clearance and other ship's papers not only declared Nassau her destination, but entirely concealed the primary destination to the blockaded port; and, second, of sailing directly to the entrance of the blockaded port for the purpose of making the said inquiry, instead of making that inquiry at some unblockaded port, at Halifax, New York, or Nassau.

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